

**GRAND JUNCTION CITY COUNCIL  
WORKSHOP AGENDA**

**MONDAY, APRIL 18, 2005, 7:00 P.M.  
CITY HALL AUDITORIUM, 250 N. 5<sup>TH</sup> STREET**

**MAYOR'S INTRODUCTION AND WELCOME**

- 7:00 **COUNCILMEMBER REPORTS**
- 7:10 **CITY MANAGER'S REPORT**
- 7:15 **REVIEW FUTURE WORKSHOP AGENDAS** [Attach W-1](#)
- 7:25 **REVIEW WEDNESDAY COUNCIL AGENDA**
- 7:30 **UPCOMING APPOINTMENTS TO BOARDS AND COMMISSIONS:** In anticipation of upcoming appointments to the Walker Field Airport Authority, the Downtown Development Authority, the Parks & Recreation Advisory Board, the Ridges Architectural Control Committee, the Riverfront Commission, and the Urban Trails Committee, City Council will discuss specific issues relating to each board. [Attach W-2](#)
- 7:40 **VICE PRESIDENT OF THE COLORADO ASSOCIATION OF CHIEFS OF POLICE (CACP) JOHN PATTERSON WILL PRESENT THE GRAND JUNCTION POLICE DEPARTMENT WITH CACP ACCREDITATION AND THE NATIONAL NIGHT OUT AWARD**
- 7:45 **JARVIS PROPERTY MASTER PLAN:** Staff will present options for proceeding with a contract to complete Phase II of the Master Plan. [Attach W-3](#)
- 8:15 **SHADOW RUN PROPERTY REQUEST:** Staff will present a request from the Shadow Run developer for street access across City property. [Attach W-4](#)
- 8:30 **PUBLIC WORKS UPDATES:**
1. **F ½ ROAD PROJECT:** Public Works Manager Tim Moore will present the proposed alignment for F ½ Road. [Attach W-5](#)

This agenda is intended as a guideline for the City Council. Items on the agenda are subject to change as is the order of the agenda.

2. **ANNUAL WATER UPDATE:** Public Works Director Mark Relph and Water Services Manager Terry Franklin will update the City Council on a variety of water issues. [Attach W-6](#)

9:20 **IDI REQUEST TO AMEND PURCHASE AGREEMENT:** Industrial Developments, Inc. is requesting that the City Council direct Staff to draft an amendment to the purchase agreement for Bookcliff Technology Park from 1996 to relinquish the City's interests in the property. [Attach W-7](#)

**ADJOURN**

Attach W-1  
Future Workshop Agenda

# CITY COUNCIL WORKSHOP AGENDAS

→MAY 2, 2005 MONDAY 10:00 AM Swearing In Ceremony -New Council Members

*\* MAY 2, 2005 MONDAY 11:30 AM  
11:30 REVIEW CDBG APPLICATIONS*

MAY 2, 2005 MONDAY 7:00PM

- 7:00 COUNCIL REPORTS, REVIEW WEDNESDAY AGENDA AND REVIEW FUTURE WORKSHOP AGENDAS
- 7:25 CITY MANAGER'S REPORT
- 7:30 CITY COUNCIL ASSIGNMENTS
- 7:40 CITY OWNED PROPERTY
- 8:35 STRATEGIC PLAN UPDATE



*\* MAY 16, 2005 MONDAY 11:30 AM AT **TWO RIVERS CONVENTION CENTER**  
11:30 AMBULANCE PROVIDER RFP*

MAY 16, 2005 MONDAY 7:00PM

- 7:00 COUNCIL REPORTS, REVIEW WEDNESDAY AGENDA AND REVIEW FUTURE WORKSHOP AGENDAS
- 7:25 CITY MANAGER'S REPORT
- 7:30 APPOINTMENTS TO BOARDS & COMMISSIONS
- 7:40 UPDATE ON STREET BEAUTIFICATION PROJECT FOR DOWNTOWN (SEVENTH STREET AND MAIN STREET)

*\* ~~MAY 30, 2005 MONDAY 11:30 AM Cancel for Memorial Day Holiday~~  
~~MAY 30, 2005 MONDAY 7:00PM Cancel for Memorial Day Holiday~~*

JUNE 9 & 10: CITY COUNCIL RETREAT

*\* JUNE 13, 2005 MONDAY 11:30 AM  
11:30 MEETING WITH THE PLANNING COMMISSION*

**JUNE 13, 2005 MONDAY 7:00PM**

- 7:00 COUNCIL REPORTS, REVIEW WEDNESDAY AGENDA AND REVIEW FUTURE WORKSHOP AGENDAS
- 7:25 CITY MANAGER'S REPORT
- 7:30 APPOINTMENTS TO BOARDS & COMMISSIONS
- 7:40 STRATEGIC PLAN UPDATE
- 7:55 OPEN

~~**\* JULY 4, 2005 MONDAY 11:30 AM Cancel for Fourth of July**~~  
~~**July 4, 2005 MONDAY 7:00PM Cancel for Fourth of July**~~

~~**\* JULY 18, 2005 MONDAY 11:30 AM**~~  
~~**11:30 OPEN**~~

**JULY 18, 2005 MONDAY 7:00PM**

- 7:00 COUNCIL REPORTS, REVIEW WEDNESDAY AGENDA AND REVIEW FUTURE WORKSHOP AGENDAS
- 7:25 CITY MANAGER'S REPORT
- 7:30 APPOINTMENTS TO BOARDS & COMMISSIONS
- 7:40 STRATEGIC PLAN UPDATE

**↗ BIN LIST ↖**

1. Grand Mesa Avenue Traffic Calming (May 16?)
2. Possible Billboard Moratorium (June 13?)
3. Update on storm water ordinance

**2005 Department Presentations to City Council**  
To Be Decided



**Attach W-2  
Upcoming Appointments to Boards & Commissions  
CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA							
Subject		Upcoming Appointments to Boards & Commissions –Walker Field Airport Authority, Downtown Development Authority, Parks & Recreation Advisory Board, Ridges Architectural Control Committee, Riverfront Commission, and Urban Trails Committee					
Meeting Date		April 18, 2005					
Date Prepared		December 19, 2011			File # NA		
Author		Stephanie Tuin		City Clerk			
Presenter Name		Stephanie Tuin		City Clerk			
Report results back to Council		X	No		Yes	When	
Citizen Presentation			Yes	X	No	Name	
X	Workshop		Formal Agenda			Consent	Individual Consideration

**Summary:** The City is currently advertising vacancies on numerous boards. Once the application period closes, the City Council will be conducting interviews for the Airport Authority, Downtown Development Authority, and Parks & Recreation Advisory Board. Council will participate in interviews for Riverfront Commission along with Mesa County, Fruita and Palisade. The Riverfront Commission will be making appointments to the Urban Trails Committee for the City Council’s ratification. Interview dates have not been set nor have the interview committees been selected. Applications close for the Airport Authority on May 1, DDA, Parks & Recreation and Urban Trails close May 11, Ridges ACC and Riverfront Commission close June 1.

**Budget:** NA

**Action Requested/Recommendation:** An opportunity for City Council to discuss the issues the boards are facing and/or any particular expertise needed on the boards.

**Attachments:**

1. The current membership roster for each board being discussed
2. Ethical Standards Resolution No. 84-02, adopted on 9-4-02

**Background Information:**

**Walker Field Airport Authority**

There is one term expiring in May. The incumbent is eligible for reappointment but the City has not received a request for reappointment. One new application has been received. The Council will also be looking at their Council representative appointment for the upcoming year.

The Airport Authority Board is a seven-member board, with three members appointed by Mesa County Commissioners (which may include a Commissioner but at present does not) and three members appointed by the Grand Junction City Council including one Councilmember (currently Gregg Palmer). The seventh member is appointed by the other Board members with the concurrence of the County Commissioners and City Council. Terms are for four years. The appointees shall be residents and tax paying electors of Mesa County and Grand Junction as defined by Colorado Law.

The Airport Authority is charged with setting policy and overseeing the operations of the Airport ensuring compliance with its By-Laws, with the State of Colorado Public Airport Authority Law and with FAA Regulations.

The formal Board meeting is at 5:15 p.m. on the third Tuesday of each month with the workshop held the prior Tuesday, also at 5:15 p.m. The time commitment for this Board is about four hours per month for meetings (an average of two hours for both the formal and workshop meetings). Occasionally a subcommittee is formed to address specific issues which may require up to 10 hours annually.

The Airport Authority has been very busy with a variety of projects. Security continues to be a priority but they now have a better working relationship with TSA. Improvements funded through FAA grants are being planned including the air carrier ramp expansion and reconfiguring the road access into the airport. Commercial passenger air service continues to grow, up 10% from last year. This trend is attributed to low airfare. In a recent survey of Walker Field's closest competitors, Walker Field has the lowest air fares. This increase has precipitated the addition of more flights being added by the various airlines. The Authority is working on proceeding with commercial development on the vacant land in front of the terminal building, i.e. proceeding with an RFP for development of that property, pending Authority approval. They have been working with the Horizon Drive Association BID and the Chamber regarding what might be appropriate for the site.

West Star, the airport's biggest tenant, was sold at the end of last year and the new owners have shared their plans for expanding and upgrading the facility. Along those same lines, the general aviation area is all leased and the Airport is looking at ways to develop new areas. Air cargo is growing in importance and they are continuing with site preparation for a multiple-users air cargo facility. Lastly, the Air Show will be at the Airport in August so they are planning for that event.

The City has received one new application and is recontacting one previous applicant.

### **Downtown Development Authority**

There are two terms expiring. One incumbent is term-limited and the other has requested reappointment. This is a nine-member board; members must be a resident, business

lessee or own real property within the boundaries of the DDA except for the one member appointed from the City Council. Terms are for four years. Council will be appointing a new Council representative.

The DDA's primary purpose is to facilitate the reinvestment in and the redevelopment of downtown Grand Junction. The function of the Board of Directors is to establish policy and direct the Authority in its efforts. The meetings are held the 1st and 3rd Thursday of each month, at 7:30 a.m.

The time commitment for this board is about 10 to 12 hours per month, which includes two 1.5 hour meetings per month.

The DDA has been involved in a number of new and successful programs this year. First, the TIF was extended allowing the funding to continue. Both the Farmer's Market and the Art Hop were successful and are being continued this year. The new expanded outdoor dining with liquor licensing is gaining in popularity and additional facilities are applying for the opportunity. The DDA has been involved in the planning for the 7<sup>th</sup> Street Improvements Project and continues to address parking.

Other than the one request for reappointment, the City has received two new applications and has contacted five folks that had previously expressed interest. The deadline for applications is May 11.

### **Parks and Recreation Advisory Board**

Two terms are expiring in June. Both incumbents have only served partial terms. So far only one has requested reappointment. Two new applications have been received and two others that applied previously have been recontacted. Terms are for three years. City Council will also be making a new Council appointment.

The Board meets the 3rd Thursday of each month at 12:00 noon at Two Rivers Convention Center for about 1½ hours. In addition, there may be a subcommittee that requires an extra hour or two occasionally.

The Board assists in the planning of recreation activities, and it helps to promote a long-range program for the development of the City's park system.

The Board has been working with the Strategic Plan Committee that is readdressing the Parks Master Plan and identifying priorities. The Board, along with City Council, has looked at the partnering with the School District for additional inside recreational facilities. The Board is working with neighborhood associations on identifying improvements needed in neighborhood parks. ATCM Sheryl Trent will be integral in coordinating those efforts. With the growing population, the dogs-running-loose problem has come up again and one member is looking at community support and funding for alternatives to having dogs run loose in the existing parks. Wingate Park dedication is in May. The Board remains involved in the completion of the Lincoln Park Master Plan. The Youth Football League will have its first season at Canyon View East.

### **Ridges Architectural Review Committee**

This is a five member board with an alternate. This is a difficult board to fill since its focus is so narrowly defined. The alternate and one other seat have been vacant for some time and another term is expiring. The incumbent is eligible for reappointment but so far has not sent in such a request. One new application has been received.

As previously discussed, staff is working with revising the covenants to convert this committee to a homeowners association but that work has not been completed yet so the board is still operating. Terms are for four years.

The Committee's role is to ensure that all construction meets the requirements of the Ridges Protective Covenants for the type of building material, color, height and other structural and architectural requirements. The ACC meets the last Monday of each month.

### **Riverfront Commission**

There are three terms expiring on the Riverfront Commission. There are no term limits on this jointly appointed board so all are eligible for reappointment. Five previous applicants have been recontacted. No new applications have been received but advertising has only just started. This is an eleven-member board and terms are for three years.

The meetings are the third Tuesday of the month at 7:00 p.m. The time commitment for this board runs 10-15 hours per month but special projects can be worked on by members as they are able.

The Riverfront Commission is charged with planning, advocating and implementing a multifaceted program to redevelop and reclaim the riverfront within the City and County.

Current projects for the Commission include their participation in planning the white water park, working with Mesa Land Trust on trail acquisition in conjunction with their acquiring a conservation easement, and working with Clifton Sanitation District #2 to acquire a trail easement between 32 and 32 ¼ Rd. Steve Moore, Riverfront Partners Coordinator, is in place and has been actively assisting the Commission in coordinating efforts between the various governmental agencies. The Riverfront Commission has been assisting the City of Fruita in completing the Snooks Bottom deal with Elam Construction, which will become part of the trail system on the south side of Colorado River, west of Highway 340. The Riverfront Concert Series will be held again this year. The Riverfront Commission had their annual retreat and they identified projects that could be completed in the short term. The highest priority was to inventory the riverfront system. Also they want to begin work on a regional trail plan and are looking into getting a grant for this study. In talking to Co-Chair John Gormley, he expressed his appreciation to City Council for their ongoing support and for the assistance of Parks & Recreation Director Joe Stevens. The Riverfront Commission also met with Riverfront Foundation and the Urban Trails

Committee and orchestrated a clean up along Blue Heron Trail. Additional cleanups are planned for the future.

### **Urban Trails Committee**

This board can operate with seven to eleven members. There are four terms expiring in June with one incumbent not eligible for reappointment. So far none of the incumbents have requested reappointment. The city has received one new application and has contacted previous applicants to see if they are still interested. Members are appointed by the Riverfront Commission with the concurrence of City Council. Terms are for three years.

The purpose of this board is to promote and facilitate trail design and construction within the City of Grand Junction, and to plan for integration with trails in areas which will be annexed. The Committee meets the 2nd Tuesday of each month at 5:30 p.m.

The time commitment for this board is about 10-15 hours a month, which includes a two hour monthly meeting and special projects outside the regular meeting.

The UTC continues to plan for trails in the urbanizing area and they review different applications for development with the trails in mind. They are working on developing a trail along No-Thoroughfare Wash which will connect with Monument Road. They are also dealing with planning of urban detached trails. The UTC is involved with some public awareness work on behalf of trail users such as bicyclists and pedestrians. The canal bank recreation trail issue is still ongoing.

**WALKER FIELD, COLORADO, PUBLIC AIRPORT AUTHORITY**

7 Member Board  
Four-Year Terms

<b><u>NAME</u></b>	<b><u>APPTED</u></b>	<b><u>REAPPTED</u></b>	<b><u>EXP</u></b>	<b><u>Occupation</u></b>
Karen Berryman (county)	03-05-01		3-5-05	
Doug Simons (at large)	01-18-05		01-09	Enstrom Candies - President
Craig Springer (Chair) (county)	01-15-99 01-01-03		01-03 01-07	
Frank Roger Little (city)	07-02-03		05-07	retired
Robert McCormick (county)	04-96	10-07-96 02-08-00 12-23-03	10-96 01-04 01-08	
Daniel Lacy (city)	3-3-04		05-05	
Gregg Palmer (Council Rep)	05-07-03		05-05	

Three members are appointed by Mesa County Commissioners including one Commissioner. Three members are appointed by Grand Junction City Council including one Council Member. The seventh member is appointed by the other Board Members with the concurrence of the County Commissioners and City Council.

Created: 1971

Meetings: Third Tuesday, 5:15 p.m., Walker Field (workshops are held on the First Tuesday)

**DOWNTOWN DEVELOPMENT AUTHORITY**

Four-Year Term  
Nine-Member Board

<b>NAME</b>	<b>APPTED</b>	<b>REAPPT'D</b>	<b>EXP</b>	<b>OCC'PN</b>
Doug Simons	08-04-99	07-02-03	06-30-03 06-30-07	Enstrom Candies - President
P.J. McGovern	04-05-00	07-17-02	06-30-02 06-30-06	Pizza hut owner, owns other property downtown
Mike Mast	5/21/04		06-30-06	VP Commercial Lending, Bank of Colorado
Scott Howard	07-02-03		06-30-05	Part Owner, Rockslide Brew Pub
Bill Wagner	5-21-04		6-30-08*	Metro Brokers
Karen Vogel	07-02-03		06-30-07	Chief Fin. Officer/Treas.
Harry Griff (Chair)	05-01-02	5-21-04	6-30-08*	Attorney, Partner in law firm
Becky Brehmer	07-02-97	07-11-01	06-30-01 06-30-05	Restaurant owner
Harry Butler	05-07-03		05-05	

Nine member board appointed by the Grand Junction City Council. Each of the eight members must be a resident, business lessee or own real property within the boundaries of the DDA. One member shall be appointed from the City Council and is exempt from the above qualifications.

**Created: 1976**

Meetings: First and Third Thursdays starting August, 2001, 7:30 a.m., Whitman Education Center, 248 S. 4th Street

\*The Council motion was for a three year term and should have been a four year term.

## PARKS AND RECREATION ADVISORY BOARD

Three-Year Terms  
Seven Member Board

<b>NAME</b>	<b>APPT</b>	<b>REAPPT</b>	<b>EXP</b>	<b>OCCUPATION</b>
Jack Neckels	01-19-05		06-30-05	Retired
Bernie Goss (Chair)	07-19-00	07-02-03	06-30-03 06-30-06	Athletic Trainer/ Counselor-St. Mary's
Lenna Watson	4-07-04		06-30-05	Coordinator at Hospice
Dennis Derrieux	08-01-01	6-04	06-30-07	Home Loan & Investment
Reford Theobald	07-02-03		06-30-06	Owner – TNT Promotions
David Detwiler	10-02-02	5-21-04	06-30-07	Director of Pre- Construction Services
Tom Dixon	5-21-04		06-03-07	Planning & Dev. Manager
Cindy Enos- Martinez	07-02-03		05-2005	Ex-officio Member

Seven members are appointed by the Grand Junction City Council. Members must be a citizen of the City.

Created: December, 1984, By-Laws: February, 1985

Meetings: Third Thursday, 12 noon, Two Rivers Convention Center



**RIDGES ARCHITECTURAL CONTROL COMMITTEE**

Five Members  
4 year terms

<b>NAME</b>	<b>APPTED</b>	<b>REAPPTED</b>	<b>EXP</b>
Tom Tetting	07-16-03		06-30-07
Ted Munkres		6-03	06-30-07
Vacant	07-18-01		06-30-05
Cynthia Adair			06-30-04
Frank Rinaldi	07-18-01		06-30-05
(alternate)			

Meetings: last Monday

Contact: Ted Munkres – 243-0929

## RIVERFRONT COMMISSION

Three Year Terms  
Eleven Member Board

<b>NAME</b>	<b>APPTED</b>	<b>REAPPTED</b>	<b>EXP</b>	<b>Occupation</b>
Marianne Tilden	07-07-04		07-07	Bray & Company
David Ludlam	07-07-04		07-07	Western Area Director – EIS Solutions
John Gormley	08-07-02		07-05	Attorney
Michael A. Kuzminski	08-06-03		07-06	Attorney
Dani Weigand Knopp	08-06-03		07-06	Account Executive
Dustin Dunbar	08-06-97	08-02-00 08-06-03	07-00 07-03 07-06	Regional Transportation Planning Office – Senior Transportation Planner
Paul Jones	08-05-98	08-04-99 08-07-02	07-99 07-02 07-05	Physician
Dennis DeVore	08-06-03		07-06	ROW Manager CDOT
Eric Marquez	08-07-02		07-05	Engineer-Project Mgr
Dennis Pretti	07-07-04		07-07	Regional Purchasing Mgr – Dahl, Inc.
Deb McCoy	07-07-04		07-07	Owner of Filter Tech Systems

Eleven member board. Members jointly appointed by Grand Junction City Council, Fruita City Council, Palisade Town Board and the Mesa County Commissioners. (Term limits do not apply because board members are jointly appointed.)

Created: 1987

Meetings: Third Tuesday, 7:00 p.m. at the Public Meeting Room in the old courthouse at 544 Road.

Staff: Michele Rohrbach, phone/fax 245-0045

Office: 3<sup>rd</sup> Floor, Old County Courthouse, Monday through Thursday (9 am to 2 pm)  
Mail: Box 2477, Grand Junction, Co. 81502

## URBAN TRAILS COMMITTEE

Three Year Terms  
Seven to Eleven Members

<b>NAME</b>	<b>APPTED</b>	<b>REAPPTED</b>	<b>EXP</b>	<b>OCCUPATION</b>
Paul Darr	07-04		06-30-05	Technical Manager
Craig Parker	08-06-03		06-30-06	Civil engineer
Robert Traylor Chair	11-12-98	10-18-00 08-06-03	06-30-00 06-30-03 06-30-06	Attorney
Janet Hollingsworth	10-18-00	08-06-03	06-30-03 06-30-06	Hilltop Community Resources
Lydia Reynolds	07-04		06-30-07	Admin. Asst.
Robert Tallarico	07-04		06-30-07	Retired Structural Eng.
Judy Craddock	10-18-00	09-05-01 06-30-04	06-30-07	Researcher & Teaching Asst-MSc
Diana Cort	11-03-99	06-30-02	06-30-02 06-30-05	
Timothy Fry Co-Chair	10-18-00	06-30-02	06-30-02 06-30-05	Business Owner
Denise McGinnis	07-04		06-30-05	Retired
Kent Leinbach	08-06-03		06-30-06	Computer system administrator for the BLM

Created: 6-15-94, first appointments made January, 1995

Appointed by Riverfront Commission with the concurrence of the City Council

Meetings: 2<sup>nd</sup> Tuesday of month at the Public Meeting Room in the old courthouse at  
544 Road, 5:30 pm

Clark Rieves – Ex-officio – July 2004

Staff contact: Michele Rohrbach

**CITY OF GRAND JUNCTION, COLORADO**

**RESOLUTION NO. 84-02**

**A RESOLUTION CLARIFYING THE ETHICAL STANDARDS FOR MEMBERS OF THE CITY'S BOARDS, COMMISSIONS AND SIMILAR GROUPS**

Recitals.

- A. The various City boards, committees, commissions and other groups are similar in that: the members are typically appointed by the City Council; the mission of each is somehow supportive of the City; and from the perspective of the citizen, the actions and pronouncements of the members of such boards and commissions may be viewed as being the act or pronouncement of the City.
- B. The power and legal responsibilities of several of such City groups rise to the level that the City Council should provide additional guidance and rules, pursuant to the City charter, state and other law.
- C. Members of entities/boards who have one or more of the following powers, duties or opportunities, should be subject to higher scrutiny and care, and will be termed "Authoritative":
- spend money,
  - adopt a budget,
  - buy or sell property,
  - act for or bind the City,
  - sue and be sued,
  - hire/fire and supervise employee(s),
  - make land use decisions, including zoning and/or variances;
  - issue and regulate City licenses, including the power to suspend or revoke a right or privilege to do business with or within the City.
- D. The following are Authoritative:
- Grand Junction Downtown Development Authority  
Walker Field Public Airport Authority (only for the three City appointees)  
Grand Junction Housing Authority  
Grand Junction Planning Commission  
Grand Junction Planning Commission Board of Appeals  
Building & Fire Code Board of Appeals  
Contractor's Licensing Board  
Parks Improvement Advisory Board (only for the City's appointee)  
Public Finance Corporation  
Riverview Technology Corporation  
Grand Junction Forestry Board  
Ridges Architectural Control Committee

- E. A member of a body with advisory powers and duties only could normally not make a decision that is an actual conflict of interest, although a question of appearance of impropriety might arise. Such groups that are normally acting through a City employee or another City group will be termed “Advisory” for this resolution. The following groups and boards are Advisory:

Commission on Arts and Culture  
Parks and Recreation Advisory Board  
Urban Trails Committee  
Riverfront Commission  
Historic Preservation Board  
Growth Plan members  
Study groups  
Transit Committees/groups  
Visitor & Convention Bureau Board of Directors  
Other *Ad Hoc* Committees

- F. All members City’s boards and groups are encouraged to discuss such matters with the City Attorney or the Mayor as soon as the member determines that a situation or circumstances has arisen or is likely to.
- G. Some court cases from other jurisdictions have suggested that the ethical and conflict rules for Authoritative groups should be the same as the rules for the City Council. Based on those cases, initial drafts of these rules treated all members of Authoritative groups as being equivalent as members of the City Council.

While having one rule for the Council and all Authoritative groups has the benefit of simplicity, there are quite real and significant limitations. Namely such a rule would mean, for example, that the spouse of an appointee to a City board would be prohibited from bidding on a City job, even though the particular board has no other connection with the bid.

- H. Having considered the benefits and practical impacts of the earlier draft, the Council determines that the earlier draft rule should apply to the members of the Council. For authoritative boards, the rule should be to view each such board on its own, and not act as though totally unrelated boards and groups are the same for these purposes.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION:**

1. These rules supplement state and other applicable law, especially including §101 of the City charter.
2. The recitals are a substantive part of these rules.

3. A member of an Authoritative board is subject to the same rules as is a Council person, but only with regard to the particular board or group on which the member serves.
4. Rules for members of an Authoritative board are:
  - (a) With regard to the board or group on which the member serves, it is not allowed for the member, or immediate family or business associates of the member, to contract with or have a business relationship with such member's board or group.
  - (b) It is not allowed for a member to act or be involved in a decision or situation in which it could reasonably be perceived that the member's personal or financial interests could influence the decision-making.
  - (c) Regarding the board or group on which a member serves, such member shall not act, influence or be involved in a decision or situation in which the member's immediate family or business associate is involved.
  - (d) Regarding the board or group on which the member serves, it is not allowed for a member's immediate family or business associate to do business with the board or group.
  - (e) Each member must disclose the conflict or appearance of impropriety (including the potential of either) as soon as possible.
  - (f) If a conflict exists, the member must remove him or herself from further involvement in the decision or the process. If an appearance of impropriety exists, the member may remove him/her self or may seek the guidance of the other members of the board or group. In addition, if either a conflict or the appearance thereof reasonably exists, the member must avoid exercise of any attempt to influence any decision-maker.
5. Advisory boards and members are not subject to the rules that apply to Authoritative boards or groups, except that:
  - (a) A member of an advisory board or group must: as soon as possible disclose the conflict, appearance of impropriety, or potential thereof; and such member must absent him/herself from participation or influence regarding the matter.
6. There is no conflict, nor impropriety, for any member of any City Authoritative or Advisory board or group if the matter does not involve the board or group on which the member serves.
7. Some explanatory situations are described on the attached "Ethical Situations and Recommended Actions."

For this resolution:

- (a) "disclosure" or "disclose" means to write or email each member of the respective board or group, and to send a copy to the Mayor and to the City Attorney. The City Attorney shall deliver a copy of all such disclosures, along with any legal

opinion that is made available to the public, to the City Clerk who will keep a public record of all such disclosures;

- (b) “immediate family” means a person’s spouse/partner and the person’s children, siblings and others living together as a family unit. Cousins, aunts, uncles, and parents would not be deemed “immediate family” unless living with the person as a part of the same family unit;
- (c) “business associate(s)” means a person who is:
  - (i) an owner of ten percent (10%) or more of a firm, corporation, limited liability company, partnership or other legal entity; and/or
  - (ii) an officer or director of a corporation; a manager or general manager of a member of a limited liability company; a partner of a partnership or a similar position of authority in another entity.

PASSED and ADOPTED this 4<sup>th</sup> day of September, 2002.

/s/ Cindy Enos-Martinez

President of the Council

ATTEST:

/s/ Stephanie Tuin  
City Clerk

# Memo

**To:** City Council

**From:** Dan Wilson, City Attorney  
**CC:** Law, Kelly Arnold, David Varley  
**Date:** July, 2002

**Re:** Ethical Rules Scenarios

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**Scenario #1:** An applicant for an authoritative board is the owner of a firm and routinely does business for the City, but not for the board for which he is applying. The historical sales to the City by the applicant have all been pursuant to public bid process.

**Answer:** The applicant would be able to do business with the City and with any board other than the authoritative board to which appointed.

**Scenario #2:** An applicant for an authoritative board is not the owner, but is the number three person in a ten person firm that routinely does business with the City, but not for the board for which he is applying. The sales to the City by the applicant's firm are pursuant to public bid process.

**Answer:** If the #3 person is not an owner of the firm nor an officer, manager or member of the firm but is in a support role to the CEO/owner, then there is no conflict of interest.

Does this second scenario involve an appearance of impropriety? Stated another way, would a member of the public view the connection of the applicant to the firm as being identical as that of the owner? If so, the #3 person should disclose his/her relationship with the firm during the application process.

**Scenario #3** – If the applicant for the authoritative board was one of the primary workers for the ten person firm, but not in a management or supervisory role, would the result change?

**Answer:** The resolution would allow the arrangement. The person can serve because the person is not exercising decision making authority for the firm.



**Scenario #4:** – If an applicant for an authoritative board is the owner of a firm that provides services to another City authoritative board (rather than directly to the City), should the result change?

**Answer:** Because each authoritative board is viewed separately from other City authoritative boards, the applicant would be able to do business with the City and with any authoritative board except the one to which the person was appointed.

**Scenario #5:** If an applicant for an authoritative board is the husband of an owner of a firm that provides services to another City authoritative board, should the result change?

**Answer:** The owner/wife would only be barred from doing business with the particular authoritative board on which the husband served.

**Scenario #6** – If an applicant for an authoritative board is the sibling of an owner of a firm that provides services to another City authoritative board, should the result change?

**Answer:** This depends on the relationship between the siblings. Unless the sibling was living in the same house as the owner of the firm, there is no conflict.

An individual applicant or board member might still recuse in a particular instance regarding other members of one's extended family if the relationship is such that it would be difficult to make an independent and objective decision.

**Scenario #7:** If an applicant's best friend does business with the City, but does not do business with the authoritative board itself, is that a problem?

**Answer:** No conflict exists. Nevertheless, because the public could reasonably perceive that the close personal relationship would influence decision-making, recusal is appropriate.

**Scenario #8:** If an applicant's ex-spouse is one of the prime contractors for the City from time to time, but not at the time that the applicant would be appointed, would the applicant's appointment bar another contract during his or her term?

**Answer:** No, because the "ex-spouse" does not fit within the definition of family or close business associate.

**Scenario #9:** May the child of a member of an advisory board bid on a City Public Works Department contract authorized by the City Council?

**Answer:** Because the requirement for members of advisory boards is disclosure, once that has been completed, there is no other bar to such a bid.

**Scenario #10:** Assume that the Arts Commission was expected to recommend to the Parks Director regarding the Director's purchase of a piece of art. If one of the members of the Commission was close friends with the creator of one of the pieces of art, the member should disclose the relationship and avoid further involvement with the process of making recommendations and acquiring the artwork.

-end-

**Attach W-3  
Jarvis Master Plan**

**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA						
<b>Subject</b>		Jarvis Property Master Plan				
<b>Meeting Date</b>		April 18, 2005				
<b>Date Prepared</b>		April 13, 2005				
<b>Author</b>		Kathy Portner		Planning Manager		
<b>Presenter Name</b>		Bob Blanchard		Community Development Director		
<b>Report results back to Council</b>		<input checked="" type="checkbox"/>	<b>No</b>	<input type="checkbox"/>	<b>Yes</b>	<b>When</b>
<b>Citizen Presentation</b>		<input type="checkbox"/>	<b>Yes</b>	<input checked="" type="checkbox"/>	<b>No</b>	<b>Name</b>
<input checked="" type="checkbox"/>	<b>Workshop</b>	<input type="checkbox"/>	<b>Formal Agenda</b>		<input type="checkbox"/>	<b>Consent</b>
		<input type="checkbox"/>			<input type="checkbox"/>	<b>Individual Consideration</b>

**Summary:** Direction from Council on proceeding with a contract with the professional planning firm, Winter & Company, to complete Jarvis Property Master Plan, Phase II.

**Budget:** \$79,075 from City Council contingency.

**Action Requested/Recommendation:** Council direction on proceeding with a contract with Winter & Company to complete Jarvis Property Master Plan, Phase II, in an amount not to exceed \$79,075.

**Attachments:**  
Draft Scope of Work

**Background Information:** The Final Report for the Jarvis Property Master Plan lists five tasks as recommended “Next Steps”, as follows:

- Task 1: Program Development and Feasibility Analysis
- Task 2: Packaging the Product for Marketing/Entitlement Process
- Task 3: The Entitlement Process
- Task 4: Developer Selection Process
- Task 5: Implementation

Staff is recommending that the City proceed with Tasks 1 and 2, with the assistance of Winter & Company.

Winter & Company was selected from 11 firms that responded to an RFQ/RFP to produce the Jarvis Property Master Plan. The RFP stated that “the successful firm might be retained for future phases of implementing the redevelopment, including the recruitment and selection of a developer for the property”. If the decision is to proceed with Phase II, staff recommends that we contract with Winter & Company once again.

Winter & Company has submitted a proposed Scope of Work for Phase II (see attached). Phase II of the master plan will include refinement of land use densities and the identification of specific streetscape and public amenity elements. Three-dimensional modeling will be generated to allow all stakeholders to understand the relationship of proposed land uses and individual developments to each other, to downtown, to the river, to the trail and to existing adjacent neighborhoods. The modeling will ensure that the primary design elements and design principles are reflected in the refinement of the preferred development scenario. Note that the timeline assumes a start date of June 1, 2005.

It is recommended that Community Development staff proceed with the entitlement process at the conclusion of Phase II, which would include amending the Growth Plan and rezoning the property to allow anticipated development to proceed. At the completion of Phase II and the entitlement process, City Council will be at another decision point to either sell the property or to select a partner to develop the property.

Phase I of the Jarvis Property Master Plan has allowed the community, especially neighboring residents and property owners, to engage in a visioning process for a new mixed-use destination that will provide new housing and employment opportunities for the Grand Junction community. Working closely with the Winter & Company consultant team, the City will continue the dialogue with the community to more accurately define the physical characteristics of this development.

Phase II of the master planning process will include refinement of land use densities and the identification of specific streetscape and public amenity elements. Three-dimensional modeling will be generated to allow all stakeholders to understand the relationship of proposed land uses and individual developments to each other, to downtown, to the river, to the trail and to existing adjacent neighborhoods. The modeling will ensure that the primary design elements and design principles are reflected in the refinement of the preferred development scenario.

### **Task 1: Program Development and Feasibility Analysis**

The purpose of Task I is to work closely with City Council and City Staff to detail the land uses and densities identified in the Jarvis Property Master Plan. Locations for each recommended land use will be delineated, including residential, industrial, flexible space and R & D; commercial; mixed use; and public amenities and civic facilities. The plan will specify square footage amounts, densities and units per acre. Task I contains several subtasks:

#### **1.1 Refinement Charrette in Grand Junction**

Four members of the consultant team will spend three days/two evenings in Grand Junction to refine preferred alternative "Village Concept D" into conceptual development plan(s) that delineate specific land uses, building densities, building types, infrastructure requirements and public/civic amenities. Concurrent with the development plans, the consultant team will also generate massing models and a viability analysis to allow City Council to fully understand the spacial and fiscal implications of the development plans. The charrette will include informal work sessions with City Council and City Staff, as well as formal presentations of interim findings and recommendations. Stakeholder interviews will be conducted, when necessary, to gather additional information and comments from vested agencies such as adjacent neighborhoods, Fish and Wildlife, FEMA, CDOT and others. The charrette will culminate with a formal presentation to City Council that summarizes findings and consultant team recommendations.

A number of issues raised during Phase I of the Jarvis Property Master Plan will be addressed. Riverside Parkway access will be confirmed and integrated into potential street configurations. Other issues to be resolved include:

- Building footprints: size and location
- Parking: on-site, on-street and trailhead parking
- Public Amenities: parks, pathways, plazas, public facilities and trailhead locations
- Infrastructure and Circulation
- Pedestrian and Bicycle Access
- Overhead Utility Realignment Options and Implications
- Revegetation and Natural Resource Protection

The goal of the design charrette will be to refine land use configurations, establish an infrastructure framework including street networks, identify and analyze product types and public amenities. A variety of options for establishing a street pattern and for parcel shapes will be analyzed. Extension of the existing, traditional street grid will be considered and tested alongside other street network configurations. The following list of issues and concerns was

developed in Phase I of the master planning process and will be considered during the refinement process. The resolution of each of the following issues will influence and inform the character of the development:

- The extent and location of the flood plain
- The alignment of the overhead power lines and the extent/location of the easement
- The character and configuration of the internal street network
- The character of and interface with Riverside Parkway
- The location of the 2<sup>nd</sup> access from Riverside Parkway
- The interface and connection to Riverside Neighborhood
- The long-term implications of parcel and street configurations
- The amount of flex space vs. residential units

Members of the consultant team will work in tandem to generate products on site that will allow Council and City Staff to evaluate the pros and cons of the recommended development plans. The following elements will be generated on site:

### **Modeling**

An important component to design refinement is to understand and direct the scale and massing of future development to ensure that future building configurations and road alignments are in keeping with the vision of the property. During the charrette in Grand Junction, the consultant team will generate digital, three-dimensional massing studies that reflect the desired character and configuration of product types and will be used to assess massing, scale and building heights and the relationship of buildings to the river edge.

### **Draft Viability Analysis**

The refined plan will be grounded with a solid understanding of market and economic conditions. The following tasks will be completed to enable the City to understand the fiscal implication of specific land uses and product types and to understand roles and responsibilities of the city and the development team (to be selected in later phases of the project):

**A. Market Evaluation:** The preferred scenario generated in Phase I included a mix of land uses and market conditions. The next step is to confirm the level of demand for each land use and product type, and analyze the existing supply by generating an analysis of potential competitive projects. The data derived from this detailed evaluation will be used to generate the development proforma, including revenues and absorption rates.

**B. Analysis of Revenues:** The proposed land uses and development densities will ultimately generate revenue, in terms of finished product and land sales. The revenue attributed to each use (retail, industrial, flex space, and residential) will be estimated. A development proforma will be constructed to model revenues derived from rents and sales of completed structures and to account for potential revenues realized by a master developer for land sales of sub-areas of the refined master plan.

**C. Expenditure Analysis:** The preferred development scenario will be evaluated to identify horizontal and vertical development costs. The projected on- and off-site infrastructure requirements will be accounted for in the overall development proforma. The analysis will include assumptions regarding bonding potential and debt service, depending on the magnitude of the required infrastructure.

**D. Net Revenue Evaluation:** The development proforma will also estimate net revenues and identify the magnitude of public subsidies required, if any. The model will identify the rate of

return for the development and will provide a basis for the City's negotiations with a potential developer.

**E. Public Financing Strategies:** In the event that the infrastructure costs exceed the revenue potentials for the preferred uses, the City may want to consider establishing one or more public financing options to create an externalized revenue source. The additional resources may be necessary to encourage a developer to implement the balance of the project.

**Task1.1 Fees: \$25,640**

**Optional Approach: Kit-of-Parts Interactive Workshop with City Council**

The consultant team will prepare a "Kit-of-Parts" for use in an interactive workshop with City Council to refine the Jarvis Property Master Plan. The goal of the workshop is to develop conceptual development plans using "building blocks" that represent different building types and land uses. The Kit-of-Parts Interactive Workshop with City Council would occur the first day of the 3-day Charrette and allow council members to work in small groups to create refined master plans scenarios. Each kit will contain an assortment of three-dimensional building blocks representing different building types for a variety of land uses including residential, commercial, flex space and public amenities. Each group will be asked to configure the building blocks on a base map of the site based on locational preferences and street configurations. Fiscal information will be developed that will allow participants to understand the "trade-offs" inherent in their preferences and choices. Rules and assumptions will be established and presented to ensure that each group is working under the same parameters to develop fiscally responsible development configurations.

**Optional Task Fees: \$8,700**



## **1.2 Final Revisions**

Based on feedback received during the public workshop, the refined development plan will be revised to accurately reflect recommended changes to land use configurations, development densities, street configurations, pedestrian systems and public amenities. The Massing Models and Draft Viability Analysis generated during the on-site charrette will be finalized to reflect the final development plan.

**Task Fees: \$14,180**

<b>Task I Consultants:</b>	<b>Winter &amp; Company, Economic Planning Systems</b>
<b>Task I Project Timeframe:</b>	<b>8 Weeks</b>
<b>Task I Fees:</b>	<b>\$39,820 (plus Optional Task @ \$8,700 = \$48,520)</b>
<b>Task I Deliverables:</b>	<b>Preferred Land Use Plan for the Jarvis Property; Land Use Densities including residential units per acre; 3-D computer generated Massing Models; Draft Viability Analysis</b>

### **Task 2: Packaging the Product prior to Marketing/Entitlement Process**

The primary purpose of this task is to integrate documentation generated in Task I into an illustrated information package that can be presented to the community and potential developers. A development summary will be created that includes a series of 2- and 3-dimensional graphic representations of the project and individual product types, which the City can use for marketing to potential developers and investors. The information will also be useful as the City enters into subsequent phases of the project (Entitlement, Developer Selection and



Implementation) and conducts development submittal review and entitlement. This step of encapsulating the development is important and will ensure that future investors and developers fulfill the expectations of the community and respond to the vision established during Phase I and Phase II of the master planning process.

The refined master plan will be revised based on feedback from the Grand Junction community including public workshop participants, city staff, the Resource Panel, City Council and the Planning Commission. The viability analysis will be refined to reflect final revisions and the information will be consolidated into an abbreviated summary to be included in the illustrated information package.

### **2.1 Illustrative Site Plan**

An illustrative site plan will be developed, which depicts the site's relationship to the River, Riverside Neighborhood, railroad tracks, Riverside Parkway and Downtown. The rendering will be useful in generating enthusiasm and interest in the project and most importantly, for use in communicating the community's vision to potential developers. Individual building footprints, land use and circulation networks will be delineated and rendered to create a detailed representation of the development plan.

**Task Fees: \$4,350**

### **2.2 Proforma Summary**

A short, encapsulated summary of the Viability Analysis will be generated that highlights the financial implications of the preferred scenario. This informative sheet should accompany any reproduction of the site plan.

**Task Fees: \$3,120**

### **2.3 Public Outreach**

The consultant team will provide the Illustrative Site Plan, Massing Model, Revised Viability Analysis and Proforma to City Staff for distribution to the public for review and comment. City Staff will assume responsibility for facilitating a public meeting to receive feedback on the refinement phase of the project.

**Task Fees: \$0**

### **2.4 Resource Panel**

The Resource Panel will reconvene in Grand Junction to review the final recommendations of the city. The Resource Panel will present their findings to City Council and Planning Commission in an informal work session. Resource Panel members include Dana Crawford, from Urban Advisors, Skip Behrhorst from Aspen and Henry Burgwyn from the Burgwyn Company, all prominent players in Colorado development community. Additional panel members may be invited to participate at the request of City Council and City Staff. The Resource Panel will be facilitated by Nore Winter and Heather Gregg of Winter & Company and Andrew Knudtsen of Economic Planning Systems. Following the Resource Panel, a formal presentation to City Council and the Planning Commission will be conducted present Resource Panel findings and final recommendations from the consultant team. Consultants facilitating the presentation will be Nore Winter and Heather Gregg from Winter & Company and Andrew Knudtsen from Economic Planning Systems.

**Task Fees: \$8,870**

### **2.5 Final Revisions**

If necessary, the consultant team will revise project documentation based on feedback from the Public Workshop and joint work session w/ City Council and Planning Commission.

**Task Fees: \$5,495**

**Task 2 Consultants:** Winter & Company, Economic Planning Systems  
**Task 2 Project Timeframe:** 12 Weeks  
**Task 2 Fees:** \$21,835  
**Task 2 Deliverables:** Illustrative Site Plan; Proforma Summary; Resource Panel Summary Memorandum; Development Summary (11x17, two sided)

**Total Project Timeframe:** 20 Weeks  
**Total Project Fees:** \$61,655

**Project Expenses:** \$8,720: travel, printing, plotting, etc.  
**Total Project Cost:** \$70,375

**Option Task :** \$8,700  
**Total Project Cost:** \$79,075

1.1 Refinement Charrette in Grand Junction \*Week of June 20<sup>th</sup>  
 Task Fees: \$25,640  
 Modeling; Draft Viability Analysis; Market Evaluation (Analysis of Revenues, Expenditure Analysis, Net Revenue Evaluation, Public Financing Strategies)  
 Optional Approach: Kit-of-Parts Interactive Workshop: Fees: \$8,700

1.2 Final Revisions \*Week of July 11<sup>th</sup>  
 Task Fees: \$14,180

**Task I Consultants:** Winter & Company, Economic Planning Systems  
**Task I Project Timeframe:** 8 Weeks (Preparation, Attendance, Revisions)  
**Task I Fees:** \$39,820 (plus Optional Task @ \$8,700 = \$48,520)  
**Task I Deliverables:** Preferred Land Use Plan for the Jarvis Property; Land Use Densities including residential units per acre; 3-D computer generated Massing Models; Draft Viability Analysis

2.1 Illustrative Site Plan \*Week of August 1<sup>st</sup>  
 Task Fees: \$4,350  
 2.2 Proforma Summary Week of August 1<sup>st</sup>  
 Task Fees: \$3,120  
 2.3 Public Outreach Week of September 12<sup>th</sup>  
 Task Fees: \$0  
 2.4 Resource Panel Week of September 26<sup>th</sup>  
 Task Fees: \$8,870  
 2.5 Final Revisions Week of October 17<sup>th</sup>  
 Task Fees: \$5,495

**Task 2 Consultants:** Winter & Company, Economic Planning Systems  
**Task 2 Project Timeframe:** 12 Weeks  
**Task 2 Fees:** \$21,835  
**Task 2 Deliverables:** Illustrative Site Plan; Proforma Summary; Resource Panel Summary Memorandum; Development Summary (11x17, two sided)

**Total Project Timeframe:** 20 Weeks  
**Total Project Fees:** \$61,655  
**Project Expenses:** \$8,720: travel, printing, plotting, etc.  
**Total Project Cost:** \$70,375

**Attach W-4  
Shadow Run Request**

**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA						
<b>Subject</b>		Request to Acquire City Property for Development				
<b>Meeting Date</b>		April 18, 2005				
<b>Date Prepared</b>		March 31, 2005			File #	
<b>Author</b>		Jamie Kreiling		<b>Assistant City Attorney</b>		
<b>Presenter Name</b>		John Shaver		<b>City Attorney</b>		
<b>Report results back to Council</b>		<input type="checkbox"/>	No	<input type="checkbox"/>	Yes	When
<b>Citizen Presentation</b>		<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	Name
<input checked="" type="checkbox"/>	Workshop	<input type="checkbox"/>	<b>Formal Agenda</b>		<input type="checkbox"/>	Consent
						<b>Individual Consideration</b>

**Summary:** Harvest Holdings Group, LLC ("Harvest Group") has a development application PP-2005-014 pending before the Community Development Department for a preliminary plat to subdivide property in the Ridges to be known as Shadow Run. Harvest Group is interested in obtaining property from the City for street access to the development.

**Budget:** None anticipated at this time.

**Action Requested/Recommendation:** Provide staff direction.

**Attachments:** General Project Report.

**Background Information:** Harvest Group intends to develop land in the Ridges that is near the intersection of East Lake Ridge Dr. and Ridges Blvd. The City owns the adjacent property to the west and south known as Lot 2 of the Ridges Minor Subdivision. Harvest Group is interested in obtaining a portion of Lot 2 for additional access to their proposed subdivision. A second access is possible elsewhere on the property, but the neighboring properties do not want that access developed as a road. They prefer it be developed as a pedestrian connection.

The Parks and Recreation Department ("Parks") has reviewed the proposal and has no objection as the property requested is not able to be utilized as park land. However, the Parks would prefer that more land be conveyed or included as right-of-way if the transfer is to occur. The property was received by the City from the Ridges Metropolitan District (District). Lot 1 from the Ridges Minor Subdivision had the original District office, which previously was sold. The City does not have an intended use for Lot 2 at this time.

**General Project Report**

Applicant Name:  
Harvest Holdings Group, LLP  
Alan Westfall & Scott Friedman  
5373 N. Union Blvd  
Colorado Springs, CO 80918

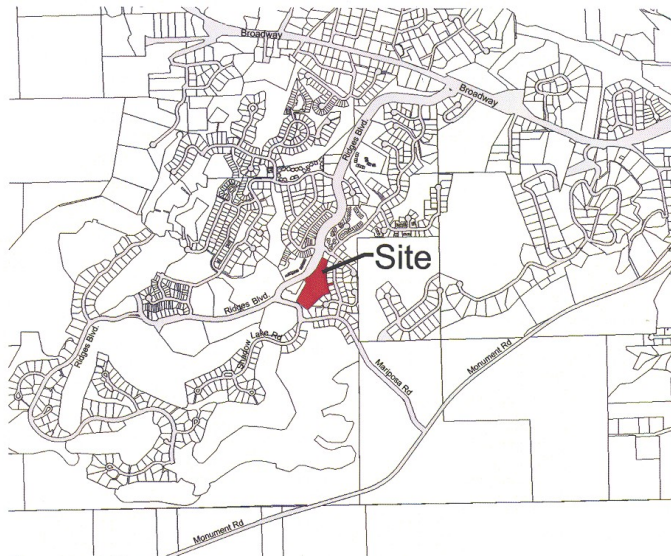
**Project: Shadow Run at the Ridges**

**Acreage**

Please find enclosed for your review a conceptual plan for the 5 Acre property identified as Shadow Run at The Ridges, Filing No. 3.

**Location**

Shadow Run is located within The Ridges community and borders Ridges Blvd. and East Lakeridge Drive. The plan has been designed to connect with access points to both streets. Pedestrian access has been proposed to connect with Plateau Drive directly East of Shadow Run.



**Proposed Use**

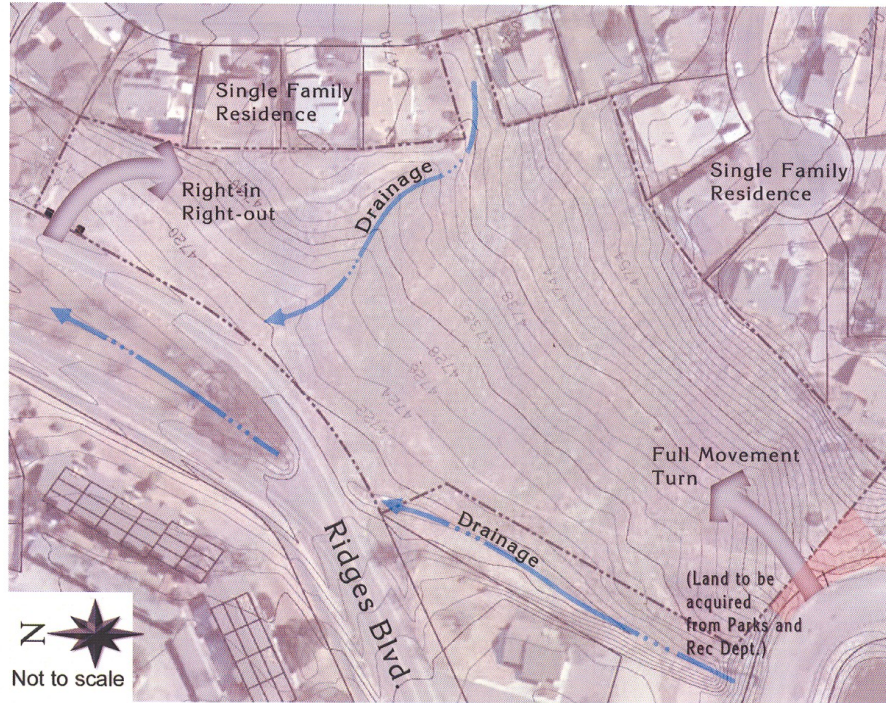
The proposal follows the City of Grand Junctions guidelines for Multi Family design and further defines the intent of this Planned Development to create a strong neighborhood, and connection to adjacent communities.

The vision for this property is to create a multi family community within the already approved density of 7.5 D/U per acre (according to the PD). The plan consists of (3) 4-Plex buildings and (11) Duplex buildings for a total of 34 units. The property is currently incorporated into the City of Grand Junction, therefore anticipates using the city's water, sewer, and trash services.

**Natural Features**

The site is void of any natural deciduous or evergreen vegetation and is comprised of mostly short native grass. A small drainage swale runs through the North portion of the property. A moderate grade slopes from east to west across the property.

The property is an **infill** parcel surrounded by development on three of the four sides. To the North, East, and South are existing single family residences. To the West is Open Space property owned by The City of Grand Junction with a drainage swale directly behind the property line.



#### **Intent/ Design Overview**

We have designed a neighborhood plan that responds to an unusual shaped property. There are two access points; a full movement access off East Lakeridge Drive and a right in - right out off Ridges Boulevard.

The entrance off East Lakeridge Drive has a proposed landscaped median with entry bollards and sign walls that greet the driver upon arrival. Proposed paving patterns at the intersections add interest in the hardscape and define the entrance sequence into the community.

Currently, Harvest Holdings is coordinating with the Parks and Recreation Department to acquire the small parcel of ground in between East Lakeridge Drive and the proposed property. The appropriate documentation has been submitted to the City Attorney, Engineering Department, Parks and Recreation Department, and Planning and Community Development. There has been every indication to date that this will be a successful acquisition.

To create a subtle sense of intimacy, the roads were designed with a 20' pavement width. This allows us to minimize pavement and runoff, while increasing the amount of green space. It also



results in fewer disturbances when grading the streets. These internal roads are expected to be private streets maintained by the Home Owners Association.

Landscaping in the Right-Of-Way and common areas will improve the aesthetics of this currently barren site. Vegetation will be colorful for all seasons and be selected from an approved native plant list. Drought tolerant species will be utilized to conserve on water while still keeping seasonal interest. There is a 14' minimum landscape buffer between the proposed loop road and adjacent property to ensure adequate privacy between neighborhoods.

The proposed architecture consists of craftsman style, ranch duplexes and two-story 4-plex's. There is a minimum of 20' of separation between buildings to create an opportunity for planting and privacy. The elevations are attractive with striking curb appeal and will increase property values of the surrounding community.

A trail connection has been proposed from the property that ties to a bus shelter off Plateau Drive, accommodating pedestrians living in both neighborhoods. This connection could also be used as an emergency access if deemed necessary.

**Process**

The natural grade running through the site is approximately 11% East to West. In order to execute a grading plan that balanced, had minimal site walls and earthwork, 3-D modeling was used to help depict the proposed plan. It is a useful tool to demonstrate accessibility, how the buildings will be sited, vertical road layout, and how the surrounding neighborhood ties into the plan. It also aided in illustrating view sheds, drainage, and slope. Below is the proposed study for Shadow Run





**Architectural Aspects**

This neighborhood is designed to cater to a homebuyer who desires a maintenance free lifestyle. A homeowners association will be created to maintain the exteriors of the buildings as well as cover certain utilities, trash and snow removal. Landscape and irrigation will be installed before the homeowner closes and will be maintained by the Home Owners association.

The site plan has been designed to accommodate walk-out product because of the property's natural slope. All of the units have double car garages and can accommodate two additional off street vehicles per unit. In addition parking has been proposed around different parts of the site.



**4-Plex Front Elevation**



**Duplex Front Elevation**

The product proposed is a wood framed Craftsman Style home. There are ranches and two story units, not including the basement. Floor plans are anticipated to range from 2200-2660 square feet in size and consist of two bedrooms standard, with a third and fourth bedroom option. The homes are energy efficient with a combination of stucco and stone exterior. Every home, with the exception of one 4-Plex, has the option to have a finished walk-out basement.

**Typical Floor Plan**





**Attach W-5  
F ½ Road Study**

**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA							
Subject		Update on F ½ Road Study					
Meeting Date		April 18, 2005					
Date Prepared		April 14, 2005			File #		
Author		Tim Moore		Public Works Manager			
Presenter Name		Tim Moore		Public Works Manager			
Report results back to Council			No	X	Yes	When	As part of amendment to Grand Valley Circulation Plan
Citizen Presentation			Yes	X	No	Name	
X	Workshop		Formal Agenda			Consent	Individual Consideration

**Summary:** Brief Council on the status of the F ½ Road Study, the recommended alignment and steps to be taken to modify the Grand Valley Circulation Plan.

**Budget:**

**Action Requested/Recommendation:** None at this time.

**Attachments:** Map of the study area, alternative alignments, recommended alignment, and typical cross section.

**Background Information:** In 2002, the City began a transportation study to further refine the right of way needed for future roadway as defined by the 24 Road Area Transportation Study. An alignment for the F ½ Road corridor was shown on the Grand Valley Circulation Plan, but further study was required to determine a more exact location and width of the roadway, as well as the logical terminus points. The land uses defined by the 24 Area Study indicated the need for a new arterial street to serve the future traffic demands as the area builds out.

The firm of Baker Engineering and Energy contracted with the City to perform the study. The 24 Road study indicated the eastern terminus of the F ½ Road arterial section should be in the vicinity of 25 Road at Foresight Park.

The steps for the study included the following:

- Identify and evaluate different alternatives
- Complete computer modeling and evaluate results

- Complete the Planning Game
- Narrow the list of alternatives
- Fine tune the intersections requirements

Concerns expressed by residents attending the first open house in March, 2003 indicated that we needed to enlarge the study area and study additional alternatives. Several hundred citizens participated in the “Planning Activities” where they were provided maps and data and asked to help solve the problem for future traffic. From their input, several more alternatives were generated. In all, 22 different alternatives were developed and ranked. Results of the alternatives analysis were shared at the public open house in July, 2003.

Following that open house, four alternatives were selected for further study and refinement. From the analysis thus far, we learned three facts:

- Extending F ½ Road east of 25 Road DOES NOT relieve congestion on Patterson Road.
- To relieve congestion, a new road is needed between Highway 6 & 50 to 25 Road north of Patterson that directly connects back to Patterson Road.
- Improvements are needed on G Road.

The second phase of the study commenced in October, 2004. The four alternatives defined by phase one were studied with more in-depth modeling and better intersection definition. The modeling provided future peak hour volumes that were used in operational analyses to further refine the type and number of lanes needed at intersections. A public open house in November, 2004 gave an update of the study progress, reviewed the schedule and the alternatives to be studied and asked for input on issues or concerns with the remaining alternatives and how they would be evaluated.

Further analysis of the four remaining alternatives indicated that the two alternatives that did not connect directly back to Patterson Road were much less effective in meeting the goals of the study. As a result, those two alternatives were screened out. The remaining two alternatives were re-visited and two additional alternatives

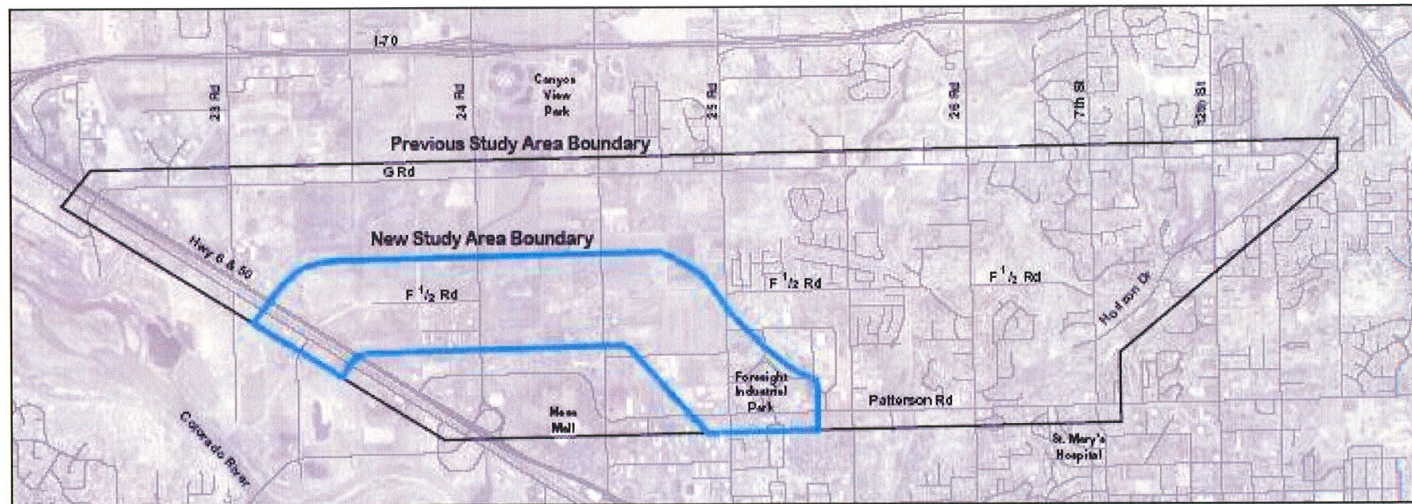
The open house in February, 2005 indicated a preference from the public and affected properties for Option 4D – Curve 25 Road North. This option has fewer impacts to existing businesses in Foresight Park, does not need an additional traffic signal on Patterson Road and allows for greater development of undeveloped parcels.

A meeting with the Foresight Park business owners was held in March 2005. They were shown a map with proposed access changes for the individual properties and asked for their feedback. No objections to the plan were made.

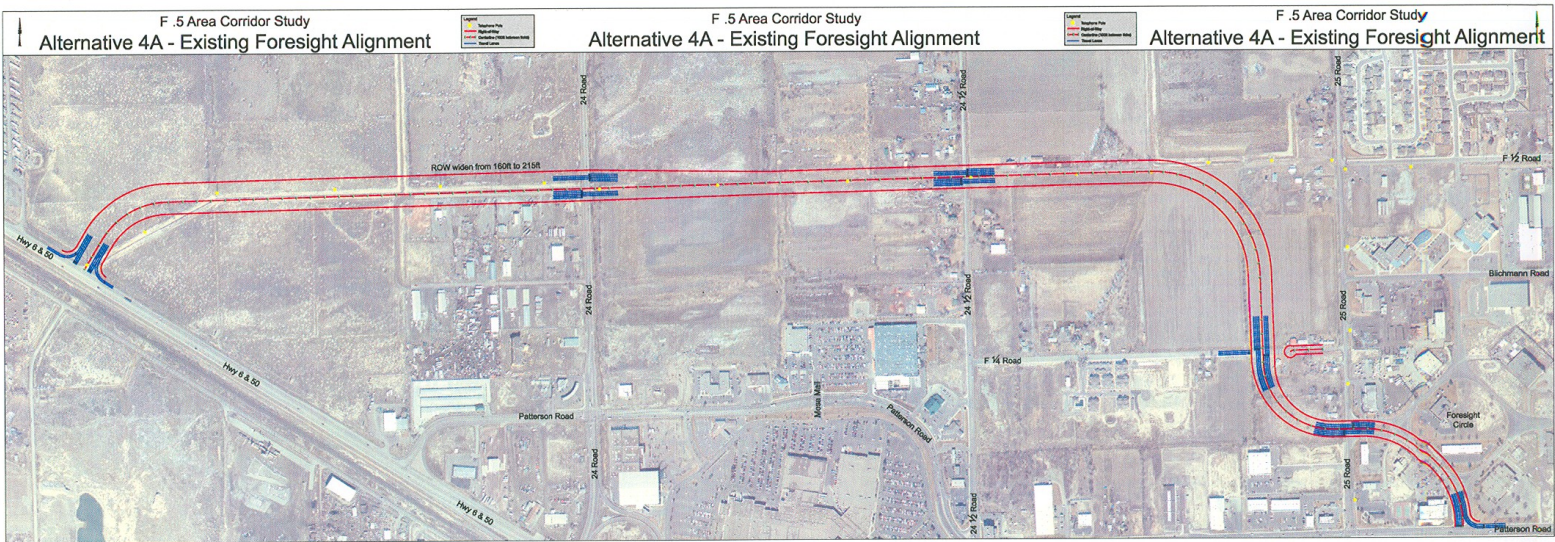
The next steps in the process are to finalize the alignment and drawings; go before the City and County Planning Commissions for recommendation to modify the Grand Valley Circulation Plan; and seek City Council approval to accept the corridor.

Once in place, the plan will provide guidance to property owners and developers as development occurs as to the location, alignment and required right of way widths.

## F 1/2 Area Corridor Study Map

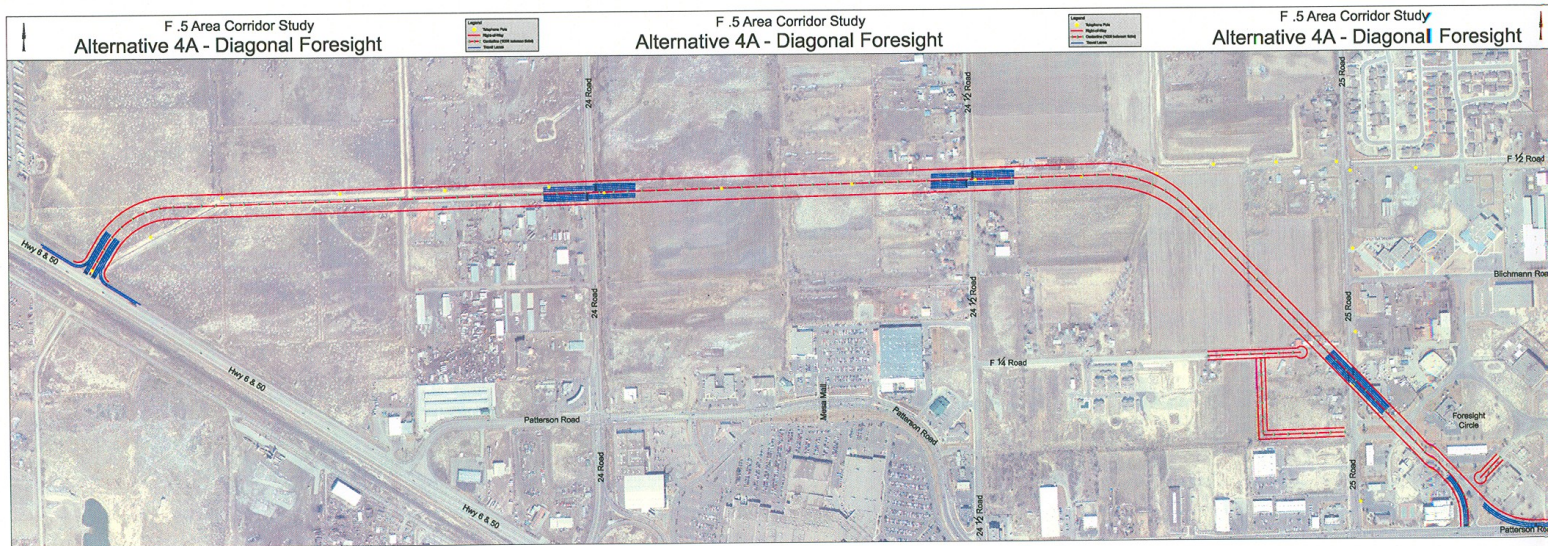


# Alternative 1 Existing Foresight Alignment

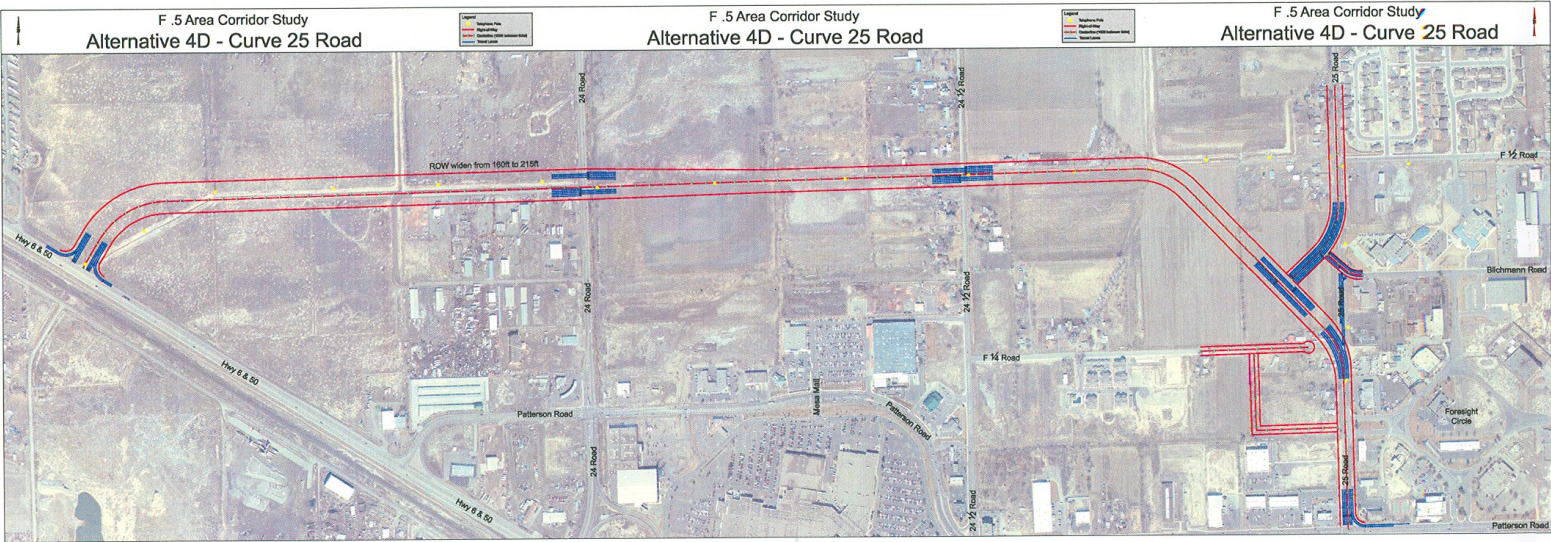




## Alternative 2 Diagonal Foresight

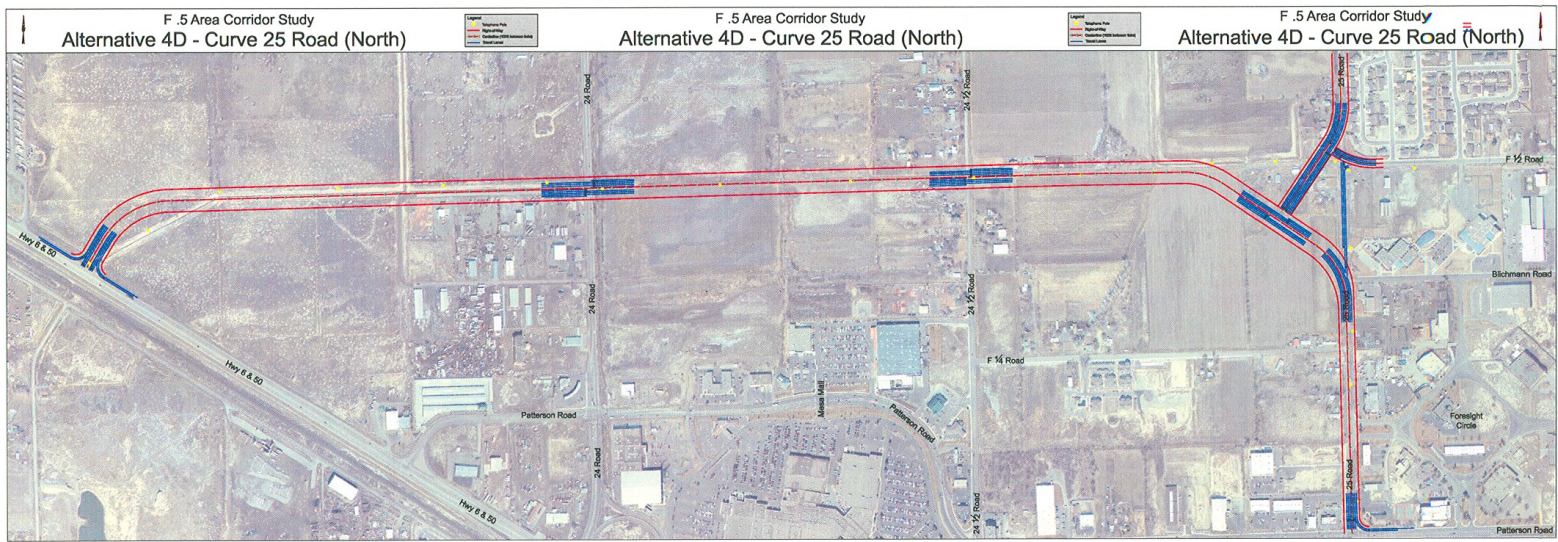


# Alternative 3 25 Road Curve





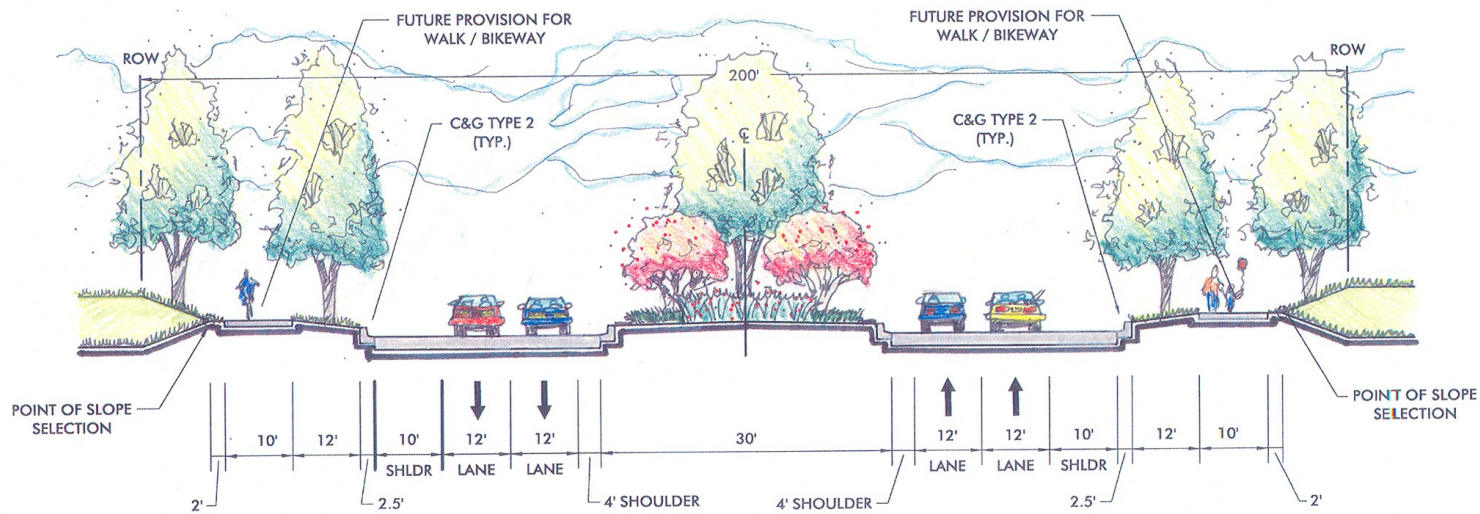
Recommended Alignment  
Curve 25 Road North





F.5 Area Corridor Study

# F.5 Parkway – Typical Section



**Attach W-6  
Water Report**

**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA							
Subject		Annual Water Report to City Council					
Meeting Date		April 18, 2005					
Date Prepared		April 14, 2005			File #		
Author		Terry Franklin		Water Services Manager			
Presenter Name		Terry Franklin Mark Relph		Water Services Manager Public Works and Utilities Director			
Report results back to Council		X	No		Yes	When	
Citizen Presentation			Yes	X	No	Name	
X	Workshop		Formal Agenda			Consent	Individual Consideration

**Summary:**

Annual Report on Water Services

**Budget:**

NA

**Action Requested/Recommendation:**

Presentation of Annual Water Report; Questions and answers on issues of interest to City Council

**Attachments:**

Annual Water Report

**Background Information:**

A detailed "Water Report" has been prepared for City Council's information. The attached Report contains information on the City's current water supply situation; current demand from customers; direct flow and reservoir water rights; drought response and water conservation actions; partnerships with other irrigation and domestic water providers, federal land management agencies, and water policy organizations; temporary water leases to irrigators in Kannah Creek; general plans for additional water resources through system re-operations and acquisitions; future capital improvements; and rates.

This Workshop item will consist of a short power point summary of the Water Report and an opportunity for ample questions and answers.

## Partnerships and Affiliations

- United States Forest Service
- Bureau of Land Management
- Mesa County
- Ute Water Conservancy District
- Clifton Water District
- Town of Palisade
- Grand Mesa Slopes
- Colorado River Coalition
- Western Colorado Waters, Inc.
- Colorado Water Congress
- Historic Users Pool Group (Colo. River Beneficiary)
- Grand Mesa Pool Group



Public Works and Utilities

# 2005 Water Report

April 18, 2005

Terry Franklin, Water Services Superintendent  
Greg Trainor, Utility Manager



Public Works and Utilities

# 2005 Water Report

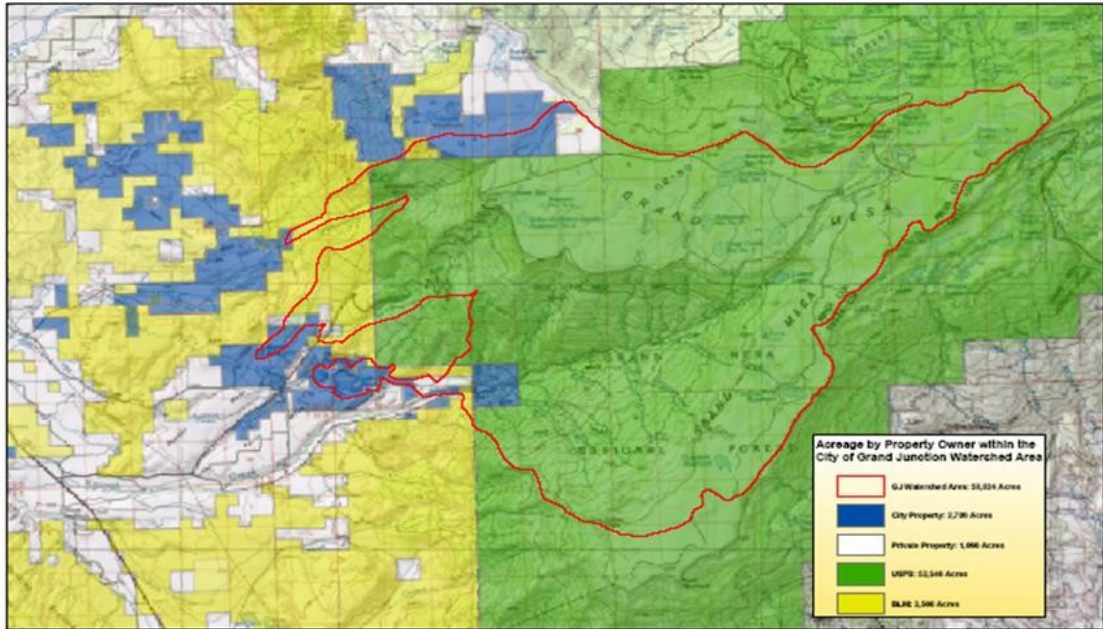
- **Watershed Area**
- **Water Rights**
  - Future Water Supply Enhancements
- **Current Water Supply Status – Snow Reports**
- **Water Demands**
  - Supplemental Reservoir Water Leasing Program
- **Water Conservation Efforts**
  - Drought Response Plan
  - DRIP – Education
- **Past Projects**
- **Partnerships & Affiliations**



Public Works and Utilities



# Watershed Area



CITY OF  
**Grand Junction**  
COLORADO

Public Works and Utilities

# Water Rights – Municipal Decrees

- **Reservoirs**

- Upper Grand Mesa Reservoirs
  - 9 – 100% Ownership – 4,877 acre feet
  - 8 – Partial Ownership – 395 acre feet (irrigation only)
- Lower Kannah Creek Reservoirs
  - 3 – 100% Ownership – 7,706 acre feet

- **Direct Flows –**

- Kannah Creek – 181.50 cfs
  - Paramount – 7.81 cfs (100% of time in 2002 drought)
  - City Ditch (North Fork) - averages 2.2 cfs winter flows
- Whitewater Creek – 15.66 cfs
  - Brandon Ditch – averages 1.8 cfs winter flows
- Gunnison River – 120 cfs
- Colorado River – 165 cfs

# Kannah Creek Direct Flows

Structure	Date	Amount	Structure	Date	Amount	Structure	Date	Amount
Grand Jct F L & W W	1911	7.81 cfs	Bowen Private Ditch	1941	0.72 cfs	Juniata Ditch 1St Enl	1959	75.00 cfs
William J Ponsford D	1888	0.60 cfs	Bales Williams Morrison	1941	0.59 cfs	Northwestern Ditch	1959	1.50 cfs
Bales Williams Morrison	1888	0.29 cfs	Wm H Williams Ditch	1941	1.17 cfs	Black Ditch	1971	2.17 cfs
Brown & Campion D	1888	0.28 cfs	Raber Davis Ditch	1941	1.17 cfs	Florence H Berry Ditch	1971	2.17 cfs
Brown & Campion D	1888	0.79 cfs	Smith Irr Ditch	1941	0.45 cfs	Wm H Williams Ditch	1971	2.20 cfs
Brown & Campion D	1888	1.12 cfs	Raber Davis Ditch	1941	0.34 cfs	Northwestern Ditch	1971	14.00 cfs
Brown & Campion D	1888	2.04 cfs	Raber Davis Ditch	1941	0.39 cfs	Washburn & Downing D	1971	10.00 cfs
Juniata Ditch	1888	1.37 cfs	Raber Davis Ditch	1941	0.39 cfs	Shelnutt Spg Pipeline	1973	0.02 cfs
Kannah Creek Ext D	1888	0.26 cfs	Grand Jct F L & W W	1941	1.04 cfs	Walter Siminoe Ditch	1977	2.00 cfs
Kannah Creek Ext D	1888	0.29 cfs	Grand Jct F L & W W	1941	2.87 cfs	Zane Simnoe Ditch #2	1977	2.00 cfs
Kannah Creek Ext D	1888	0.29 cfs	Raber Coal Creek Ditch	1941	3.38 cfs	Dwinell Pu & Pl #1	1978	0.01 cfs
Kannah Creek Ext D	1888	0.79 cfs	Black Ditch	1941	0.82 cfs	Broken Spoke Ranch C	1979	2.00 cfs
Kannah Creek Ext D	1888	1.12 cfs	Raber Coal Cr Supply D	1941	2.21 cfs	Kannah Estates Pipeline	1979	0.10 cfs
Kannah Creek Ext D	1888	1.76 cfs	Juniata Ditch 1St Enl	1941	54.00 cfs	Bonnell Middle Ditch	1980	0.40 cfs
Kannah Creek Ext D	1888	2.04 cfs	Bowen Private Ditch	1941	1.29 cfs	Waste Water Ditch No. 1	1981	1.00 cfs
Northwestern Ditch	1888	0.29 cfs	Kannah Creek Ext D	1941	4.39 cfs	Waste Water Ditch No. 1	1981	1.00 cfs
Smith Irr Ditch	1888	1.76 cfs	Kannah Creek Highline	1941	18.79 cfs	Kannah Cr. Ext D. No. 2	1981	1.00 cfs
Northwestern Ditch	1888	4.00 cfs	Northwestern Ditch	1941	1.78 cfs	Kannah Cr. Ext D No. 2	1981	1.00 cfs
Smith Irr Ditch	1888	1.30 cfs	Sullivan Ditch	1941	1.29 cfs	Wright Ditch	1981	0.05 cfs
Brown & Campion D	1888	8.60 cfs	Brown & Campion D	1959	1.00 cfs	Smith Irr Ditch	1981	5.00 cfs
Bowen Private Ditch	1888	3.57 cfs	Juniata Ditch	1959	2.00 cfs	Vogel Ditch	1982	0.05 cfs
Smith Irr Ditch	1888	19.60 cfs	Kannah Creek Ext D	1959	1.00 cfs	Broken Spoke Ranch C	1985	2.00 cfs
Brown & Campion D	1888	22.00 cfs	Northwestern Ditch	1959	0.50 cfs	Sjw Spring 4	1993	0.03 cfs
Washburn & Downing D	1888	2.77 cfs	Bowen Private Ditch	1959	0.50 cfs	Sjw Spring 4,5,6	1993	0.08 cfs
Bales Williams Morrison	1888	2.70 cfs	Gammage Highline Ditch	1959	0.20 cfs	Dalton Ditch & Pump #2	1993	0.90 cfs
Kannah Creek Highline	1888	21.25 cfs	Gammage Highline Ditch	1959	1.35 cfs	Dalton Spring No. 1	1993	0.02 cfs
Kannah Creek Highline	1918	21.39 cfs	William J Ponsford D	1959	0.20 cfs	Muck Spring No. 1	1994	0.03 cfs
Kannah Creek Highline	1918	27.72 cfs	Holland Waste Water D	1959	1.75 cfs	Sharpe'S Spring	1994	0.10 cfs
Florence H Berry Ditch	1918	0.43 cfs	Holland Waste Water D	1959	1.75 cfs	Juniata Ditch 1St Enl	1994	129.00 cfs
Florence H Berry Ditch	1918	0.61 cfs	Holland Waste Water D	1959	2.50 cfs			
Bowen Private Ditch	1941	0.26 cfs	William J Ponsford D	1959	0.40 cfs			

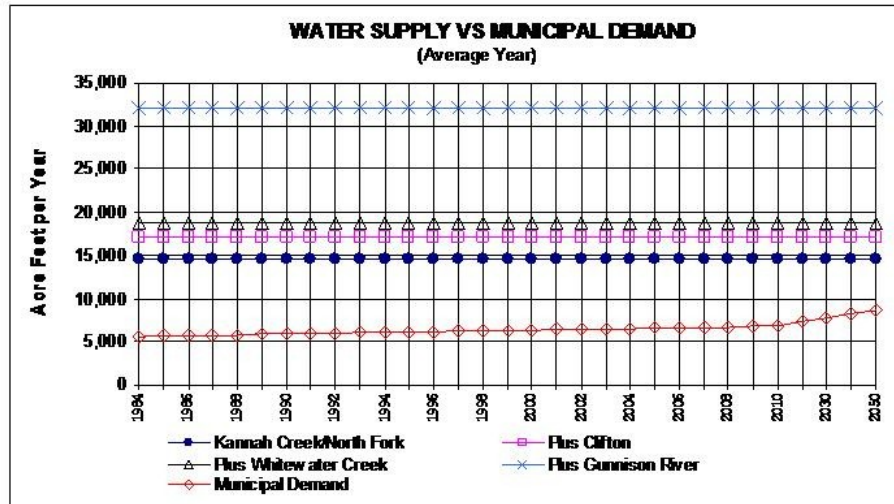
**91 Water Rights 523.93 cfs**



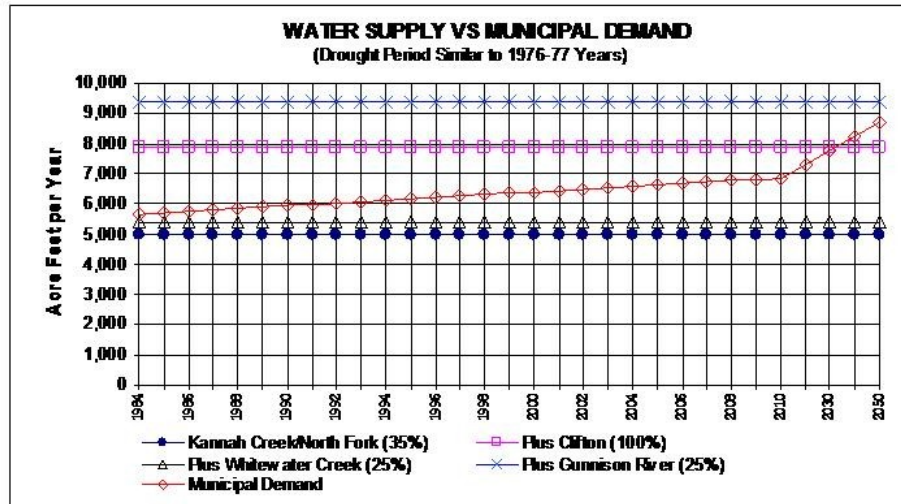
Public Works and Utilities



# Water Rights – Supply vs Demand



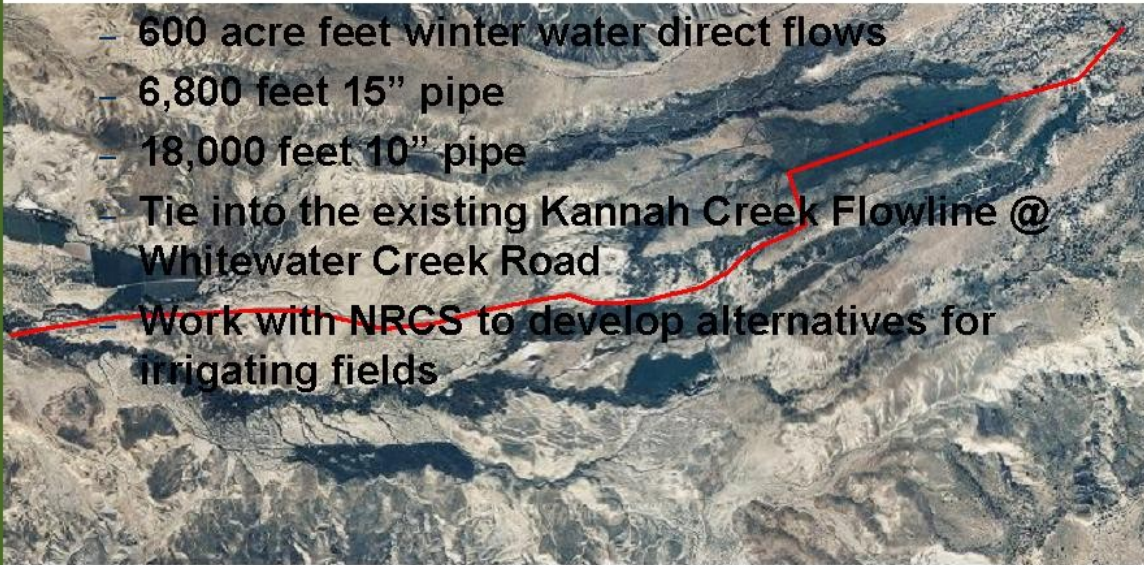
# Water Rights – Supply vs Demand



## Water Rights – Future Enhancements

- **Somerville Supply Project**

- 600 acre feet winter water direct flows
- 6,800 feet 15" pipe
- 18,000 feet 10" pipe
- Tie into the existing Kannah Creek Flowline @ Whitewater Creek Road
- Work with NRCS to develop alternatives for irrigating fields



# Somerville Ranch

- **Somerville Ranch Operations**

- Davis has sold cows for this year
- City taking Non-use status on BLM Grazing Permit for one year
- City pasture lands will be leased for grazing
- Land Health Assessment being performed by BLM and City on Ranch
- All other lease provisions the same

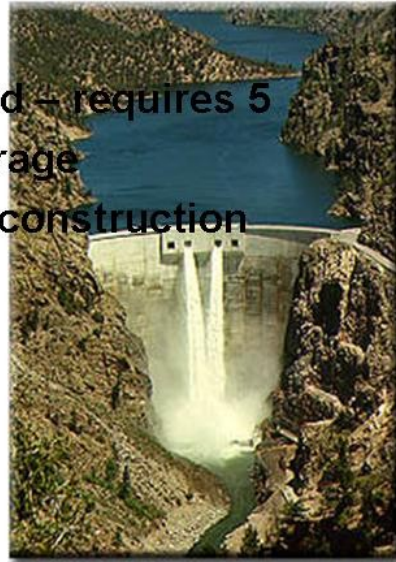




# Water Rights – Future Enhancements

- **Juniata Reservoir Spillway Project**

- Raise spillway 3 feet
- Juniata has 8 foot free board – requires 5
- 500 acre feet additional storage
- Engineering review of past construction
- Design new spillway



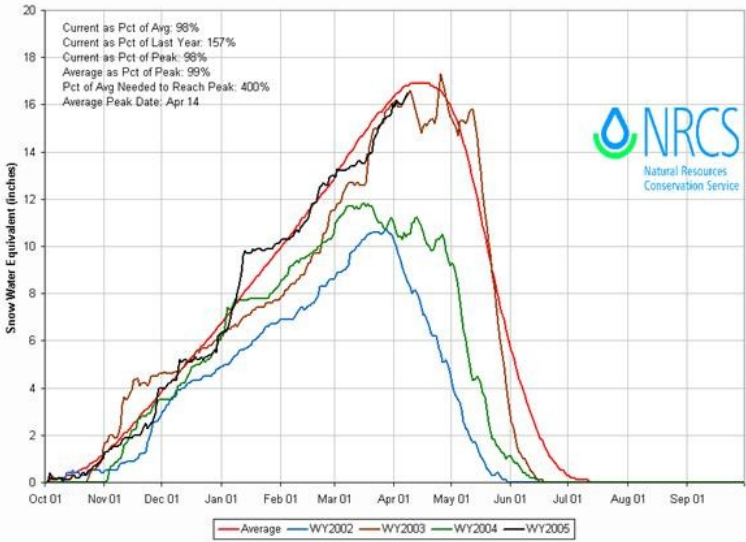
# Water Rights – Future Enhancements

- **Grand Mesa Reservoir #1**
  - Exchange the work performed by City staff and subcontractors on G.M. Reservoir #1 and G.M. Reservoir #9 for 100% ownership of G. M. Reservoir #1
  - Gain 209 acre feet of storage capacity



# Current Water Supply – Snow Pack

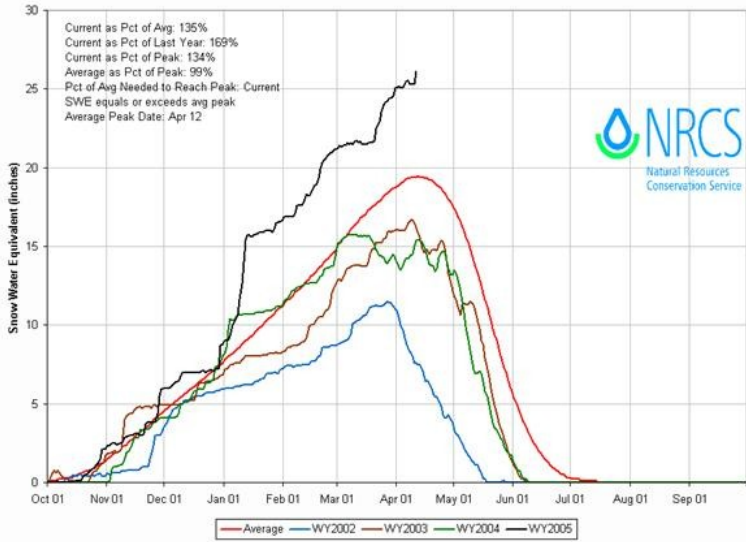
Upper Colorado River Basin Snowpack  
Based on Provisional SNOTEL data as of Apr 06, 2005



Public Works and Utilities

# Current Water Supply – Snow Pack

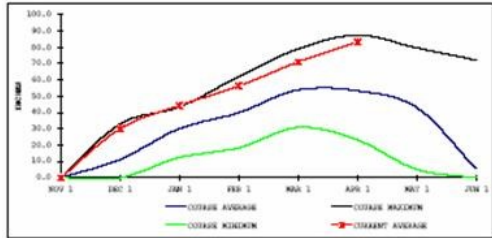
**Gunnison River Basin Snowpack**  
Based on Provisional SNOJET data as of Apr 11, 2005



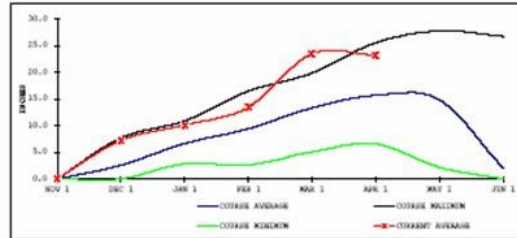
Public Works and Utilities



# Current Water Supply – City Course



SNOW DEPTH



WATER CONTENT

SNOW COURSE SITES	CURRENT SNOW DEPTH	AVERAGE INCHES	MARCH 1988 thru 2004 Data		CURRENT WATER CONTENT	AVERAGE INCHES	MARCH 1988 thru 2004 Data	
			MAXIMUM INCHES	MINIMUM INCHES			MAXIMUM INCHES	MINIMUM INCHES
SCALES RESERVOIR	116.0	73.0	107.0	46.5	36.0	22.0	36.0	12.0
GRAND MESA #9 RESERVOIR	102.0	63.9	92.0	36.0	28.0	18.8	31.0	11.0
CARSON RESERVOIR	90.0	52.6	87.0	24.0	29.0	15.3	29.0	3.5
GRAND MESA #1 RESERVOIR	90.0	59.2	98.5	29.0	28.0	17.3	30.0	8.5
DEEP CREEK RESERVOIR	92.0	55.8	92.0	30.0	23.0	16.1	28.0	7.0
ANDERSON #2 RESERVOIR	74.0	56.7	91.0	25.0	23.0	16.0	25.5	7.0
ANDERSON #5 RESERVOIR	66.5	40.5	80.0	5.0	15.0	12.2	24.0	1.5
SOMERVILLE RESERVOIR	67.0	38.7	74.0	6.0	15.0	11.4	23.0	1.5
FLOWING PARK RESERVOIR	78.0	51.8	84.0	24.0	19.0	15.4	27.0	4.0
CHAMBERS RESERVOIR	70.0	40.6	70.5	4.0	16.0	12.3	23.0	1.0
<b>COURSE AVERAGE</b>	<b>83.6</b>	<b>53.3</b>	<b>157%</b>	<b>Percent of Average</b>	<b>23.2</b>	<b>15.7</b>	<b>148%</b>	<b>Percent of Average</b>
SURVEY DATE	April 1, 2005							



Public Works and Utilities

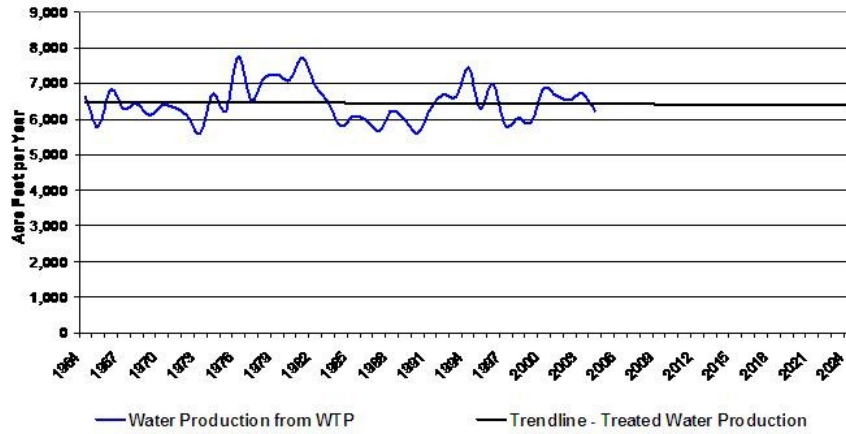
## Current Water Supply –

- Juniata Reservoir FULL
- Purdy Mesa Reservoir FULL
- Upper Grand Mesa Reservoirs
  - Projection Based on snow pack -FULL



# Water Demands - Past-Present-Future

Treated Water Production  
1964 to Present



# Water Demands - Supplemental

- **Supplemental Reservoir Water Leasing Program**
  - Amount Available – 0 to 1,270 acre feet for irrigation purposes in Kannah Creek basin
  - Sealed bid process for 20 acre foot lots
    - The process is open and fair to all.
    - It eliminated the view of many that they are “entitled” to water as a “historical user” or as a person who has bought land from a historical user.
    - It maximizes the City’s revenue potential.
    - It eliminated the City from choosing which customer has a higher need for the water, who is an agricultural user, or who is a residential user only, etc.

# Water Conservation

- Drought Response Plan among four domestic water providers.
  - Implementation of a common “wise water use” (DRIP) public information program.
  - Implementation of a common water supply strategy during times of severe shortages; what is a shortage for one is a shortage for all.
  - Recognition of existing water conservation plans that each utility has adopted and that these plans will be the basic source of information in the public information campaign
  - Implementation of a common water conservation/water restriction program that includes flexibility for each utility to “go further” if applicable for their utility, such as incentive programs to replace indoor plumbing, implement a conservation water rate, or to construct demonstration Xeriscape© gardens.
  - Monthly meetings among the providers to monitor weather, water supply, and delivery situations.

# Water Conservation - DRIP

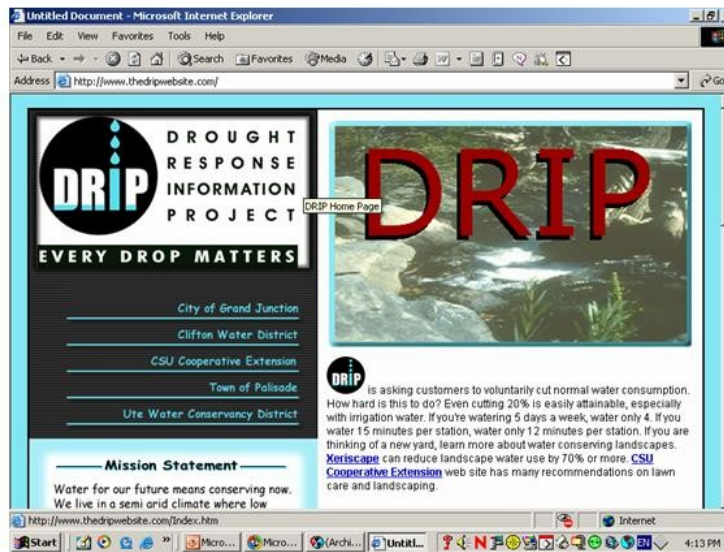
- 2005 Program
  - May 3<sup>rd</sup> Kickoff Press Conference Eagle Rim Park
  - Media Campaign - mid May to Mid August
    - \$6,000 in Television PSA's
    - \$8,160 in Radio PSA's
  - 30 minute Channel 12 - Inside Mesa County TV program
  - Live Radio Interviews
  - Free Press Newspaper Advertisements
  - Daily Sentinel Newspaper Articles (Home & Garden Section)
  - Children's Water Festival
  - Exhibit at Trade Shows, Conferences and Community Yard Sales
  - Talks at Service Clubs
  - Living Wise 5<sup>th</sup> Grade Water Education Program





# Water Conservation – DRIP Website

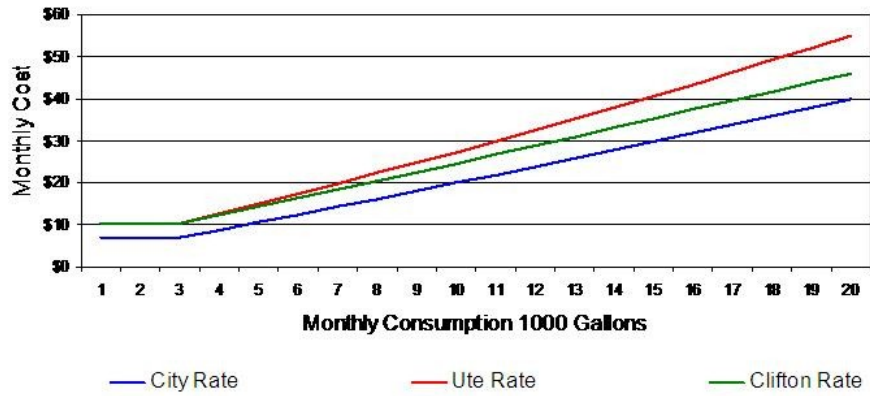
- [www.thedripwebsite.com](http://www.thedripwebsite.com)



Public Works and Utilities

# Water Conservation - Rates

## 2005 Water Rate Comparison

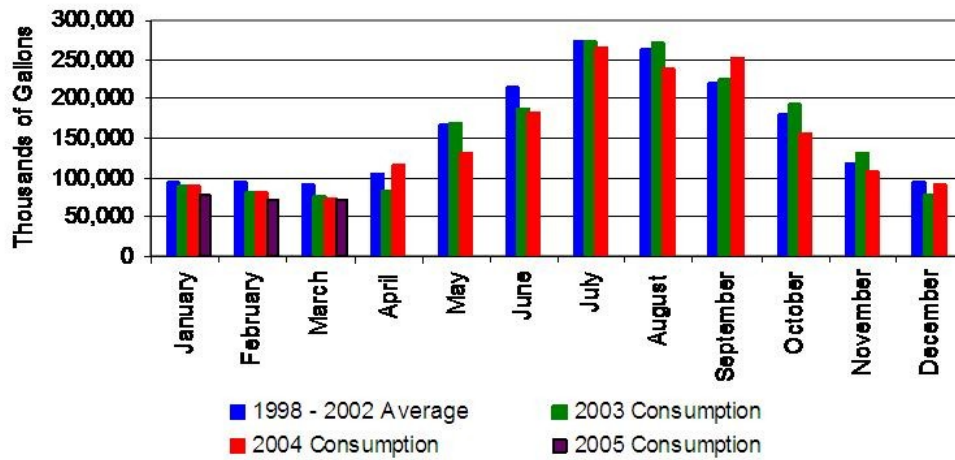


Public Works and Utilities



# Water Conservation - Effects

## Metered Water Consumption



## Past Projects – Kannah Creek Facility

- Replace Purdy Mesa Livestock Water Company Facility after buyout
  - 100 GPM capacity
  - Currently at 50% in summer
  - Retrofit existing micro strainer building
    - Remove micro strainers and reconfigure pits for use as finished water clear well. 40,000 gallon capacity.



## Past Projects – Kannah Creek Facility

- Just some of the scrap removed

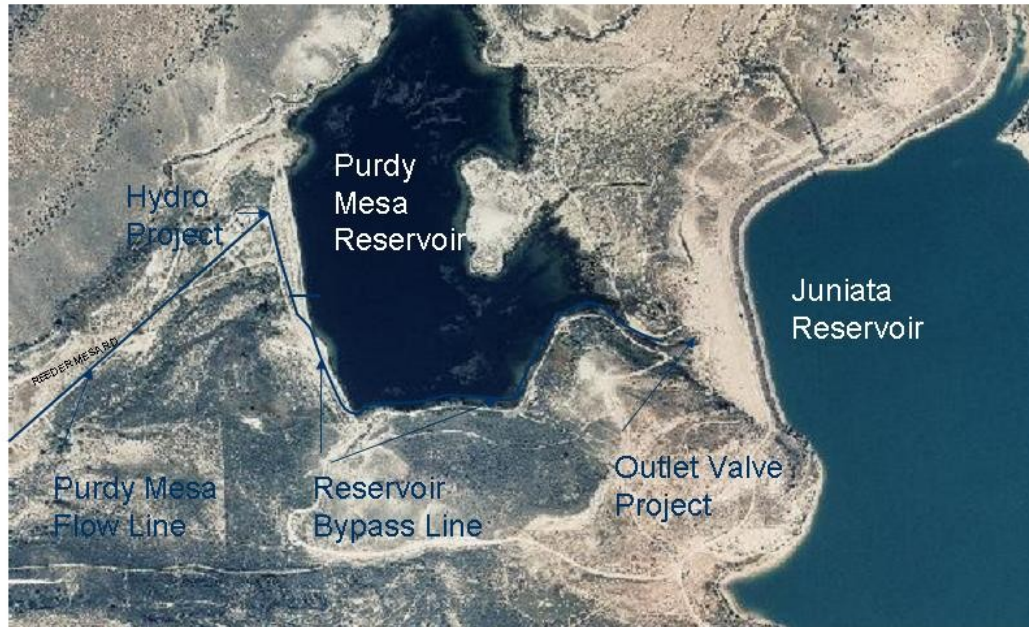


## Past Projects – Kannah Creek Facility

- Small, compact and very efficient.



## Past Projects – Juniata Outlet Valves





## Past Projects – Juniata Outlet Valves

- Install network of control valves and connect to existing bypass piping

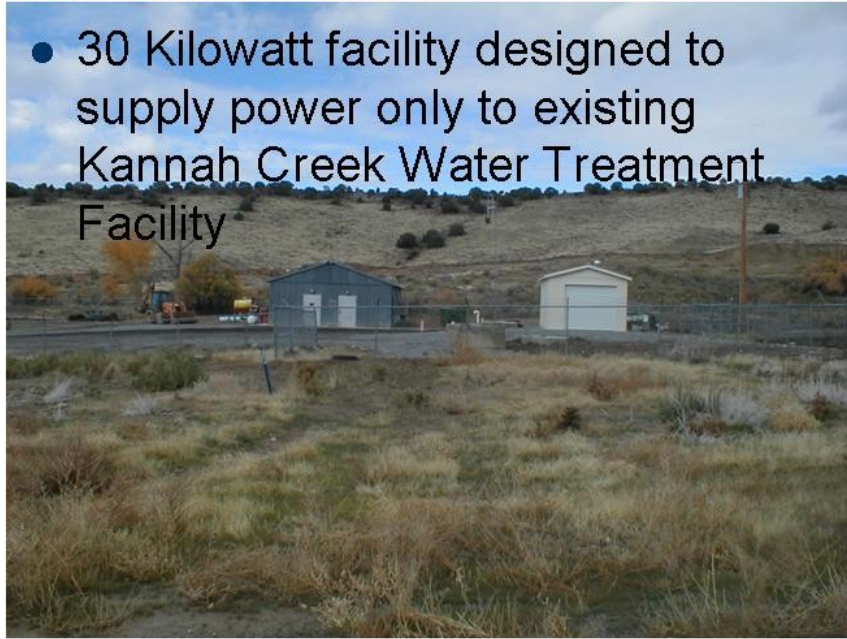


## Past Projects – Juniata Outlet Valves



## Past Projects – Purdy Mesa Hydro

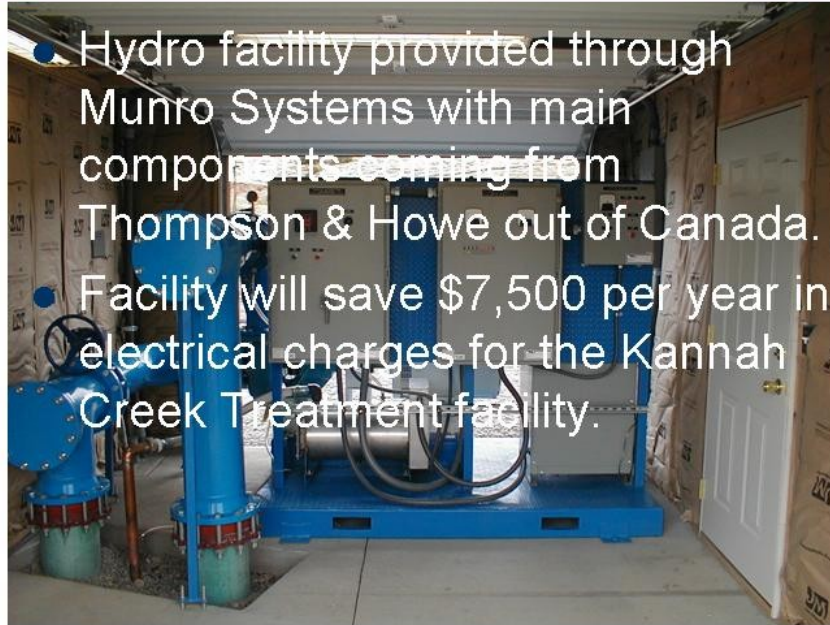
- 30 Kilowatt facility designed to supply power only to existing Kannah Creek Water Treatment Facility





## Past Projects – Purdy Mesa Hydro

- Hydro facility provided through Munro Systems with main components coming from Thompson & Howe out of Canada.
- Facility will save \$7,500 per year in electrical charges for the Kannah Creek Treatment facility.



## Past Projects – Purdy Mesa Hydro

- Councilman Palmer trying to get Mayor Hill to stick his finger in turbine and try and slow it down



**Attach W-7**

**Amend Purchase Agreement**

**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA								
Subject		Amendment to Purchase Agreement of Bookcliff Technology Park						
Meeting Date		April 18, 2005						
Date Prepared		April 12, 2005			File #			
Author		Sheryl Trent		Assistant to the City Manager				
Presenter Name		Diane Schwenke IDI Board Member		Grand Junction Area Chamber of Commerce				
Report results back to Council		<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Yes	When		
Citizen Presentation		<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	Name		
<input checked="" type="checkbox"/>	Workshop	<input type="checkbox"/>	Formal Agenda		<input type="checkbox"/>	Consent	<input type="checkbox"/>	Individual Consideration

**Summary:** The Board of Industrial Developments, Inc. (IDI) has requested that the City of Grand Junction amend the Purchase Agreement dated April 10, 1996 to reflect a transfer of interests in Bookcliff Technology Park to IDI. In exchange for that amendment, IDI would agree to donate two developed lots (approximately four acres) of land for the location of a new business prospect.

**Budget:** While there is not direct cost associated with this request, the City would be relinquishing the \$200,000 amount contributed to the purchase of Bookcliff Technology Park. In addition, a recent appraisal indicates the value of that property has increased since 1996, with a value of more than \$10,000 per acre.

**Action Requested:** That the City Council direct the City Attorney to prepare an amendment to the Purchase Agreement dated April 10, 1996 to reflect the transfer of interests in Bookcliff Technology Park to Industrial Developments, Inc. and place that amendment on a future agenda for approval. This action would be contingent upon the signed agreement of the new business prospect to relocate on the developed lots offered by IDI.

**Attachments:** Letter dated April 7, 2005 from Robert Bray, Vice President, Industrial Developments, Inc.

Purchase Agreement dated April 10, 1996

**Background Information:** Please see attached information.



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360 Grand Avenue, Grand Junction, Colorado 81501 242-3214

April 7, 2005

Mr. Kelly Arnold  
City of Grand Junction  
225 North 5<sup>th</sup> Street  
Grand Junction, CO 81501

Dear Kelly;

On behalf of Industrial Developments, Inc. (IDI) Board of Directors I am writing to determine if the City is willing to partner with our organization in making land available at no cost for inclusion in a community proposal currently being prepared by the Grand Junction Economic Partnership to lure a new facility to the community that would generate significant economic impact.

This project would generate new job positions at an average wage in the low 60s and is highly desirable in terms of the positive economic impact it would have on the area.

IDI is in the process of contracting with an engineering firm to develop a 10-acre site along Landing View Road immediately north of 3D Systems. The concept is to construct the interior roads and infrastructure needed to convert this property into five 2-acre parcels that would be available for expanding and relocating light industrial firms. Any proceeds from sale of the developed lots would used to begin infrastructure improvements at Bookcliff Technology Park. Cost of development is estimated at up to \$50,000 an acre. At a meeting earlier this week the Board voted to offer two of these lots at no cost to the GJEP Prospect in order to make the community proposal more competitive if:

- The City of Grand Junction would assist in expediting this 10-acre development through the City planning process in order to get it completed in a more timely fashion and
- The City of Grand Junction would transfer its interests in Bookcliff Technology Park to IDI.

The City of Grand Junction assisted IDI in buying Bookcliff Technology Park (formerly known as the Benson Ranch development) in 1996 in exchange for IDI transferring 10 acres to 3D Systems as part of an overall incentive agreement. The City contribution was approximately \$200,000 and a purchase agreement was executed whereby the City would realize two thirds of the selling price when Bookcliff Technology Park was sold. A copy of the agreement is attached.

IDI will have to make considerable cash investment (in addition to the land costs that have already been expended) in order to have the lots along Landing View Road fully developed and ready for the location of the GJEP Prospect facility (estimates are \$50,000 per acre for a total of at least \$200,000). By receiving full interest in the Bookcliff Technology Park, IDI will be able to continue to develop and have property available for future economic development projects. The City of Grand Junction will be able to make this community much more competitive for location of a high impact economic development project that could provide a significant number of high paying professional positions and enhance our location as the regional hub for the Western Slope of Colorado.

As you are well aware, time is of the essence with the Grand Junction proposal for this prospect is due in early May. Therefore, the IDI Board respectfully requests that the City act upon this matter at your earliest convenience and reply no later than May 2<sup>nd</sup>.

IDI appreciates the relationship that has existed between the City of Grand Junction and our organization in the past as we jointly work to improve the economy of the Valley. We look forward to continuing that relationship and working on even more exciting projects like this in the future.

Please feel free to contact any IDI Board member if you have any questions or need further assistance in considering this request.

Sincerely,

The Board of Industrial Developments, Inc.  
Jim Fleming, President  
Robert Bray, Vice President  
Rob Bickley, Secretary/Treasurer

## PURCHASE AGREEMENT

1754313 0241PM 04/24/96  
MONIKA TODD CLK&REC MESA COUNTY CO

THIS PURCHASE AGREEMENT is made and entered into this 10<sup>th</sup> day of April, 1996, by and between INDUSTRIAL DEVELOPMENTS, INC., a Colorado non-profit corporation, (hereinafter referred to as "IDI"), doing business as COLORADO WEST IMPROVEMENT, INC., a Colorado non-profit corporation, (hereinafter referred to as "CWI"), and the CITY OF GRAND JUNCTION, a Colorado municipal corporation, (hereinafter referred to as the "City").

## RECITALS

A. CWI has entered into an Option to Purchase dated October 1, 1995, whereby CWI has the right to purchase, on or before April 21, 1996, properties identified as Parcel 1 and Parcel 2 located in the County of Mesa, State of Colorado, as more fully described on Exhibit "IDI/Benson" attached hereto and by this reference incorporated herein (hereinafter referred to as the "Property"), from T.L. Benson, Marion J. Benson and GNT Development Corp., a Colorado corporation, (hereinafter collectively referred to as "Title Holders") for a sum of Three Hundred Two Thousand Five Hundred Dollars (\$302,500.00).

B. The City encourages and supports the exercise of the Option to Purchase by CWI and by the terms of this Agreement is agreeing to contribute to the purchase of the Property under the terms and conditions as set forth herein.

NOW, THEREFORE, for the good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Option and Option Payment. City has reviewed the Option to Purchase by and between CWI and Title Holders and, in support of the exercise of the Option to Purchase, hereby commits to CWI to make payment of Two Hundred Thousand Dollars (\$200,00.00) ("the funds or City funds,") toward the exercise of the Option to Purchase and purchase of the Property. The City funds shall be made available to CWI at closing as "good funds." It is understood by and between the parties that CWI shall pay and contribute the remaining sum of One Hundred Two Thousand Five Hundred Dollars (\$102,500.00) of the purchase price and shall exercise the Option to Purchase at CWI's first opportunity to do so.

2. Closing and Conveyance. Upon exercise of the Option to Purchase by CWI, closing on the Property shall occur as follows:

a. Closing shall occur on or before thirty (30) days from written notice of same being sent by certified mail from CWI to Title Holders.

b. Title Holders shall, within fifteen (15) days of notification, provide to CWI, with a copy to the City, a current commitment for a title insurance policy in an amount equal to the purchase price of Three Hundred Two Thousand Five Hundred Dollars (\$302,500.00) and shall deliver a title insurance policy to IDI, with a copy to the City, subsequent to closing, Title Holders paying the premium therefor. Title holders shall provide to IDI and to the City a legible copy of all covenants, conditions, reservations, restrictions, easements and rights-of-way.

c. Title shall be conveyed by Title Holders to CWI by general warranty deed; title shall be merchantable and free and clear of all liens and encumbrances with the exception of current real property taxes. The real property taxes for the year of closing shall be apportioned to date of delivery of deed based upon most recent levy and assessment.

d. The City's agreement to partially fund the purchase hereunder is expressly contingent upon City approval of the title and any and all covenants, conditions, reservations, restrictions, easements and rights-of-way, viewable upon site inspection and determined of record.

e. Closing fees attributable to the conveyance of the Property shall be equally divided between Title Holders and CWI.

3. Purpose and Use of Real Property. The following terms and conditions shall apply to the Property subsequent to the purchase of same by CWI. All subsequent transfers from CWI shall contain restrictions and limitations as follows; IDI shall record this document at the Mesa County Clerk and Recorder's Office in order that the terms hereof shall survive the closing and to memorialize and condition the use of the Property as follows:

a. Any and all proposed changes as to land use, density or zoning by CWI shall first be approved in writing by the City Manager or Mayor, as authorized by the City Council.

b. The uses of the Property are limited to high-quality industrial and/or technological businesses utilizing low density, industrial park settings. It is specifically agreed that the Property is not to be utilized for retail business or sales.

c. Any proposed transfer or conveyance of the Property or any portion thereof shall require written approval by the City Manager or Mayor prior to such transfer and conveyance. In the event CWI receives proceeds from any sale or transfer of the Property or any portion thereof or from any grantee for failure to use the Property or any portion thereof, as provided for herein, any proceeds received shall be apportioned two-thirds (2/3) to the City and one-third (1/3) to CWI, with the costs of sale, transfer or conveyance being paid by CWI.



d. CWI shall upon closing sign a petition to annex the Property to the City. Upon written request of the City, CWI shall execute additional petitions to annex during all periods thereafter that CWI is in title to the Property, or any portion thereof.

4. Representations and Warranties. The parties hereto specifically acknowledge that each has met the formalities required and have attained all consents and ratifications necessary to enter into this agreement under the terms and conditions as herein identified.

5. Miscellaneous Provisions.

a. Notices. Any notice required under this agreement to be given to CWI shall be addressed as follows:

Mr. Dennis M. Kirtland, President  
Colorado West Improvement, Inc.  
360 Grand Avenue  
Grand Junction, Colorado 81501

and, if required to be given to the City, shall be addressed as follows:

Mr. Mark Achen, City Manager  
City Hall  
250 North Fifth Street  
Grand Junction, Colorado 81501

Notices shall be deemed to have been given if hand delivered or mailed through the United States Post Office, certified mail, return receipt requested, with all postage prepaid, and shall be deemed to have been given as of the date of hand delivery or when same is deposited in the United States mail.

b. No Waiver. No waiver of any breach of any provision of this Purchase Agreement shall be deemed a waiver of any other breach or a continuing breach of this Purchase Agreement. No extension of time for performance of any act shall be deemed an extension of the time for performance of any other act.

c. Time of the Essence. The parties acknowledge and agree that time is of the essence with respect to the consummation of any and all acts and transactions contemplated by this Purchase Agreement.

d. Entire Agreement and Amendment. This Purchase Agreement contains the entire agreement of the parties, and any other understandings or agreements, if such there be, are merged herein. This Purchase Agreement may be amended only by an instrument in writing signed by the parties.

e. Headings. The headings in this Purchase Agreement are solely for convenience of reference and shall not affect the interpretation of any provision herein.

f. Binding Agreement and Assignment. The terms and conditions of this Purchase Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, successors and assigns. This Purchase Agreement may not be assigned by CWI without the prior written consent of the City.

g. Authority. Each party and its representative signatory to this Purchase Agreement warrants and represents to the other party hereto that it has full and lawful authority to enter into this Purchase Agreement and to fully perform all obligations hereunder.

h. Governing Law and Venue. This Purchase Agreement shall be construed in accordance with and governed by the laws of the State of Colorado. Any litigation commenced in connection with this Purchase Agreement may be brought only in the courts of Mesa County, State of Colorado.


i. Prevailing Party. In the event litigation is commenced by either party to enforce or construe any provision of this Purchase Agreement, the non-prevailing party shall pay the reasonable expenses of the prevailing party, including reasonable attorney fees and costs in addition to any and all other remedies.

j. Counterparts. This Purchase Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute the same legal instrument.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

INDUSTRIAL DEVELOPMENTS, INC.,  
dba COLORADO WEST IMPROVEMENT,  
INC., Colorado non-profit  
corporations

CITY OF GRAND JUNCTION, a  
Colorado municipal corporation

By   
Dennis M. Kirtland  
President

By   
Mark T. Cohen

ATTEST:  
[Signature]  
Robert L. Bray, Secretary

ATTEST:  
[Signature]  
City Clerk



STATE OF COLORADO )  
                          ) ss.  
COUNTY OF MESA     )

The foregoing instrument was acknowledged before me this 10th day of April, 1996, by DENNIS M. KIRTLAND as President and ROBERT L. BRAY as Secretary of INDUSTRIAL DEVELOPMENTS, INC., dba COLORADO WEST IMPROVEMENT, INC., Colorado non-profit corporations.

WITNESS my hand and official seal.

My commission expires: March 3, 1998.

[Signature]  
Notary Public

STATE OF COLORADO )  
                          ) ss.  
COUNTY OF MESA     )

The foregoing instrument was acknowledged before me this 8th day of April, 1996, by Mark K. Achen as City Manager and Stephanie Nye as City Clerk of the CITY OF GRAND JUNCTION, a Colorado municipal corporation.

WITNESS my hand and official seal.

My commission expires: June 13, 1999

[Signature]  
Notary Public



EXHIBIT A  
TO  
OPTION TO PURCHASE

"IDI/Benson"

Book 2226 Page 417

PARCEL 1:

A parcel of land in Section 25, Township 1 North, Range 1 West of the Ute Meridian, described as follows using bearings of the Colorado Coordinate System Zone:

Beginning at the South 1/4 Corner of said Section 25, thence North  $88^{\circ}03'37''$  West 1317.97 feet to the Southwest corner of the SE 1/4 SW 1/4 of said Section 25, thence North  $1^{\circ}53'25''$  East 1320.13 feet to the Northwest corner of the SE 1/4 SW 1/4, thence North  $1^{\circ}52'33''$  East 61.0 feet along the West line of the NE 1/4 SW 1/4, thence North  $82^{\circ}38'16''$  East 1706.80 feet, thence South  $8^{\circ}40'02''$  West 1668.50 feet, to the South line of Section 25, thence North  $88^{\circ}03'49''$  West 169.72 feet to the Point of Beginning, EXCEPT the West 25 feet for road right of way granted to County of Mesa by instruments recorded December 12, 1968 in Book 903 at Page 201 and recorded January 31, 1969 in Book 931 at Page 564,

AND ALSO EXCEPT A parcel of land in the S 1/2 of Section 25, Township 1 North, Range 1 West of the Ute Meridian, more particularly described as follows (using bearings of the Colorado Coordinate System):

Beginning at the Southwest corner of the SE 1/4 SW 1/4 of said Section 25, from whence the South 1/4 corner of said Section 25 bears South  $88^{\circ}03'38''$  East, thence South  $88^{\circ}03'38''$  East 25.00 feet to the point of beginning, thence the following courses:

1. North  $01^{\circ}53'25''$  East 1320.13 feet,
2. North  $01^{\circ}52'33''$  East 65.09 feet,
3. North  $82^{\circ}38'16''$  East 725.39 feet,
4. South  $01^{\circ}53'25''$  West 499.98 feet,
5. South  $18^{\circ}06'35''$  East 100.00 feet,
6. South  $71^{\circ}10'21''$  West 230.02 feet,
7. South  $01^{\circ}53'25''$  West 827.00 feet to the South line of said Section 25,
8. North  $88^{\circ}03'38''$  West 535.00 feet to the beginning,

PARCEL 2:

A parcel of land in the S 1/2 of Section 25, Township 1 North, Range 1 West of the Ute Meridian, more particularly described as follows using bearings of the Colorado Coordinate System):

Beginning at the Southwest corner of the SE 1/4 SW 1/4 of said Section 25, from whence the South 1/4 corner of said Section 25 bears South  $88^{\circ}03'38''$  East, thence South  $88^{\circ}03'38''$  East 25.00 feet to the point of beginning, thence the following courses:

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6. South  $71^{\circ}10'21''$  West 230.02 feet,
7. South  $01^{\circ}53'25''$  West 827.00 feet to the South line of said Section 25,
8. North  $88^{\circ}03'38''$  West 535.00 feet to the beginning,

ALL IN MESA COUNTY, COLORADO.

Recorded at \_\_\_\_\_ o'clock \_\_\_\_\_ M., \_\_\_\_\_  
Reception No. \_\_\_\_\_ Recorder

Recorder's Stamp

GNT DEVELOPMENT CORP., A COLORADO CORPORATION, T.L. AND  
MARION J. BENSON

whose address is \_\_\_\_\_  
County of MESA and State of  
COLORADO for the consideration of  
THREE HUNDRED TWO THOUSAND FIVE HUNDRED AND 00/100  
Dollars.

COPY

in hand paid, hereby sell(s) and convey(s) to  
COLORADO WEST IMPROVEMENT, INC.,

A COLORADO NON-PROFIT CORPORATION, whose address is  
360 GRAND AVENUE  
GRAND JUNCTION, CO 81501 County of MESA and State of  
COLORADO. ~~the following real property situate~~  
in the County of MESA and State of Colorado, to-wit:  
2701-253-00-288/029  
SEE ATTACHED EXHIBIT "A"

Together with any and all water, water rights, ditch and ditch rights-of-way  
thereunto appertaining and used in connection therewith.

Property address: VACANT LAND, 27 1/4 & H ROAD, GRAND JUNCTION, CO  
with all its appurtenances and warrant(s) the title to the same, subject to easements, restrictions,  
reservations, rights-of-way ~~of record~~ <sup>existing and</sup>; 1996 taxes due and payable in 1997 and  
all subsequent taxes and assessments.

Signed this 18th day of APRIL, 19 96

GNT DEVELOPMENT CORP., A COLORADO CORPORATION

BY: W.D. Garrison  
W.D. GARRISON, PRESIDENT  
M. J. Benson  
T.L. BENSON  
MARION J. BENSON

STATE OF COLORADO } ss  
County of MESA }

The foregoing instrument was acknowledged before me this 18th day of APRIL  
19 96 by W.D. GARRISON, PRESIDENT OF GNT DEVELOPMENT CORP., A COLORADO CORPORATION, T.L. BENSON AND  
My commission expires AUGUST 24, 19 97 MARION J. BENSON  
Witness my hand and official seal.

Notary Public  
DONALD K. PARIS

Statutes filed with notaries in compliance with Sections 118-1.13 and 118-2.1 Colorado Revised Statutes 1993 as amended (1995)

\*If multi-tenancy is not desired, strike the phrase between the asterisks.

Deed form furnished by  
WESTERN COLORADO TITLE CO.  
243-3070 521 BROAD AVENUE BOX 178  
GRAND JUNCTION COLORADO 81501

## EXHIBIT "A"

PARCEL 1:

A parcel of land in Section 25, Township 1 North, Range 1 West of the Ute Meridian, described as follows using bearings of the Colorado Coordinate System Zone;

Beginning at the South 1/4 Corner of said Section 25, thence North  $88^{\circ}03'37''$  West 1317.97 feet to the Southwest corner of the SE 1/4 SW 1/4 of said Section 25, thence North  $1^{\circ}53'25''$  East 1320.13 feet to the Northwest corner of the SE 1/4 SW 1/4, thence North  $1^{\circ}52'33''$  East 61.0 feet along the West line of the NE 1/4 SW 1/4, thence North  $82^{\circ}38'16''$  East 1706.80 feet, thence South  $8^{\circ}40'02''$  West 1668.50 feet, to the South line of Section 25, thence North  $88^{\circ}03'49''$  West 169.72 feet to the Point of Beginning, EXCEPT the West 25 feet for road right of way granted to County of Mesa by instruments recorded December 12, 1968 in Book 903 at Page 201 and recorded January 31, 1969 in Book 931 at Page 564,

AND ALSO EXCEPT A parcel of land in the S 1/2 of Section 25, Township 1 North, Range 1 West of the Ute Meridian, more particularly described as follows (using bearings of the Colorado Coordinate System):

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3. North  $82^{\circ}38'16''$  East 725.39 feet,
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6. South  $71^{\circ}10'21''$  West 230.02 feet,
7. South  $01^{\circ}53'25''$  West 827.00 feet to the South line of said Section 25,
8. North  $88^{\circ}03'38''$  West 535.00 feet to the beginning,

PARCEL 2:

A parcel of land in the S 1/2 of Section 25, Township 1 North, Range 1 West of the Ute Meridian, more particularly described as follows using bearings of the Colorado Coordinate System):

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7. South  $01^{\circ}53'25''$  West 827.00 feet to the South line of said Section 25,
8. North  $88^{\circ}03'38''$  West 535.00 feet to the beginning,

ALL IN MESA COUNTY, COLORADO.